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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. January 8, 2013

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on December 18, 2012

AWARDS AND PROCLAMATIONS

None

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Brandon J. Johnson - Summer Youth Employment Program- Preservation/Increase of funds.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 19)

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Public Hearing and Approval of a Façade Improvement and Asbestos & Lead Based Paint Remediation Project – 120 East 1st Street. (District VI)

RECOMMENDED ACTION: Close the public hearing, approve the façade easement and place the maximum assessment ordinance for the 120 East 1st Street facade improvements and asbestos & lead based paint abatement on first reading.

2. Ordinance to Terminate the Maize 54 Redevelopment District, Tax Increment Financing. (District IV)

RECOMMENDED ACTION: Approve first reading of the ordinance repealing the Maize 54 Redevelopment District.

3. Public Hearing - Airport Tax-Exempt Facility Financing.

RECOMMENDED ACTION: Close the public hearing.

4. Improvements to 135th Street West from Maple to Central. (District V)

RECOMMENDED ACTION: Approve the design concept, approve the necessary budget adjustment and funding source, place the amending ordinance on first reading and authorize the necessary signatures. Design needs may require the acquisition and/or granting of easements, the signing of utility relocation and railroad agreements and/or compensation for the same, and the signing of required permits and/or compensation for the same.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

1. CON2012-00044 – City Conditional Use request for ancillary parking on B Multi-Family Residential (“B”) property; generally located east of Oliver Avenue and northwest of the corner of the Douglas – Glendale Avenues’ intersection. (District I; see “Analysis; NOTE*”)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the request subject to the recommended conditions of approval (three-fourths majority vote required because of protests); 2) deny the request (two-thirds majority vote required), or; 3) return the application to the MAPC for reconsideration (simple majority vote required).

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Evaluation and Salary Increase for City Manager.

RECOMMENDED ACTION: Approve a salary increase for the City Manager of 8% percent.

2. Candidate Presentations and Election to fill the Interim Vacancy in City Council District IV.

RECOMMENDED ACTION: Hear Candidate Presentations and Ballot selection for temporary District IV City Council Member.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 19)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated January 7, 2013.

- a. Board of Bids.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2012</u>	<u>(Consumption on Premises)</u>
Carmen Rosales	Connie's Mexico Café**	2227 North Broadway
Cheryl Gehlen	Annex Lounge LLC**	6305 East Harry
Dicie Nicklaus	Innovative Golf**	311 South Greenwich
<u>Renewal</u>	<u>2012</u>	<u>(Consumption off Premises)</u>
Cari Spainhour	Quik Trip #36988	625 South Hillside

**General/Restaurant (need 50% or more gross revenue from sale of food.

***Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Petition for Storm Water Drain No. 381 to Serve Remington Place Addition, south of 21st Street North, east of Webb Road. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Agreements/Contracts:

- a. Exhibit One to Westar Agreement for Electric Service.
b. Equus Beds Funding Addendum No. 4 with Kansas Water Office.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Design Services Agreement:

- a. Agreement for Design Services for Paving Parkdale Circle in Newmarket Office 2nd Addition, north of 29th Street North, west of Maize. (District V)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Change Order:

- a. Change Order No. 2 – Multi-Use Path along the Arkansas River from Garvey Park to Planeview Park. (District III)
- b. Change Order No. 2 – Sanitary Sewer No. 23 Interceptor Relocation along I-135 Phase II. (Districts I and III)
- c. Change Order No. 9- Improvements to 135th Street West from 13th Street North to 21st Street North. (District V)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. Property Acquisitions:

- a. Partial Acquisition of the Northeast Corner of 29th Street and Ridge Road for the 29th Street – Ridge to Hoover Road Improvement Project. (Districts V and VI)
- b. Partial Acquisition at 3805 North Hydraulic for the 37th Street North – Broadway to Hydraulic Improvement Project. (District VI)
- c. Acquisition of Easements in the 3000 Block of North 135th Street West for the 135th Street West Sanitary Sewer Force Main Project. (District V)
- d. Acquisition of Easement at 3500 North 135th Street West for the 135th Street West Sanitary Sewer Force Main Project. (District V)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions

Historic Preservation Board, November 14, 2012
Wichita Public Library, November 20, 2012
Board of Electrical Appeals, October 9, 2012
Joint Investment Committee, November 1, 2012
Wichita Employees Retirement System, November 28, 2012
Police and Fire Retirement System, November 28, 2012

RECOMMENDED ACTION: Receive and file.

10. Payment for Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$20,000 as full settlement of all possible claims arising out of the events which are the subject of this claim.

11. Nuisance Abatement Assessments. (Districts I, II, III, IV and VI)

RECOMMENDED ACTION: Approve the proposed assessment and place the ordinance on first reading.

12. Moody's Rating Application.

RECOMMENDED ACTION: Approve the Moody's rating application and authorize the Mayor to sign.

13. Second Reading Ordinances: (First Read December 18, 2012)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

14. *SUB2012-00024 -- Plat of Bellechase 3rd Addition located ¼ mile north of Harry, 1/8 mile east of 127th Street East. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

15. *SUB2012-00025 -- Plat of Adams Elementary School Addition located south of 13th Street North, on the east side of Oliver. (District I)

RECOMMENDED ACTION: Approve the plat and authorize the necessary signatures.

16. *SUB2012-00032 -- Plat of Payne Elementary School Addition located ¼ mile west of Meridian, on the south side of Harry. (District IV)

RECOMMENDED ACTION: Approve the plat and authorize the necessary signatures.

17. *SUB2012-00036 -- Plat of Tyler Pointe Addition located on the southeast corner of 13th Street North and Tyler. (District V)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolution and place the Ordinance on first reading.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

18. ***Learjet Parking Lots - Change Order No. 1 - Wichita Mid-Continent Airport.**

RECOMMENDED ACTION: Approve the change order and authorize the necessary signatures.

19. ***Airfield Electrical System Improvements - Supplemental Agreement No. 2 - Wichita Mid-Continent Airport.**

RECOMMENDED ACTION: Approve the supplemental agreement and authorize the necessary signatures.

20. ***Board of Bids WAA** (NONE)

**City of Wichita
City Council Meeting
January 8, 2013**

TO: Mayor and City Council Members

SUBJECT: Public Hearing and Approval of a Façade Improvement and Asbestos & Lead Based Paint Remediation Project – 120 East 1st Street (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and approve the first reading of the maximum assessment ordinance.

Background: Since 2001, the City of Wichita has operated the Façade Improvement Program, which provides low-cost loans and grants to enhance the visual aesthetics of buildings located in defined areas needing revitalization, including the City's core area. The low-cost loans are funded through special assessment financing. In 2009, the Façade Improvement and Asbestos & Lead Based Paint (ALBP) Programs were revised to require that private funding for overall project costs are at least equal to public funding and that applicants show a financial need for public assistance in order to complete the project, based on the owner's ability to finance the project and assuming a market-based return on investment.

On December 11, 2012, the City Council accepted a petition from the owners of a building located at 120 East 1st to create a special assessment benefit district and adopted a resolution authorizing façade improvements and ALBP remediation as part of a larger private renovation project and setting a public hearing for January 8, 2013 to consider the adoption of a maximum assessment ordinance in order to proceed with the project.

Analysis: The proposed project is the conversion of the seven story building on the corner of 1st and Market Streets into the new Lux Apartments. The overall project includes \$25,900,000 in total investment, including extensive interior and exterior improvements to the building and installation of furnishings, fixtures and equipment. \$1,321,600 of the project will include remediation of asbestos and lead based paint from the building as, well as cleaning, painting and repairing the exterior walls, replacing windows and doors and additional work to needed restore the building per historic guidelines. The Office of Urban Development has reviewed the economic (gap) analysis of the project and determined a financial need for incentives exists based on the current market. The project lender, Intrust Bank, has advised that the bank cannot increase the loan amount, leaving a gap in funding sources that is filled by the City's façade program.

State law requires a formal public hearing to levy assessments for special assessment benefit districts. By using a maximum assessment ordinance, the City levies the assessments in advance of the improvements being constructed, which protects the City from a protest petition should the building change ownership during the construction period. Once the construction is complete and final costs are known, including financing costs, the assessment ordinance will be amended to reflect the actual costs.

The Office of Urban Development has also conducted a background check on the applicant. The records were reviewed by Urban Development and the Law Department. The records did not reveal any negative information of concern or a risk to the City.

State statutes provide the City Council authority to use special assessment funding for the project. A formal public hearing is required as part of the approval process. The petition was approved and the resolution was adopted on December 11, 2012 establishing the maximum amount for the special assessment district. The actual amount to be special assessed at the completion of construction may be less, but may not exceed the amounts included in the petition, resolution and ordinance.

Financial Considerations: The proposed maximum assessment amount is \$1,705,000, based on the following uses of funds:

Façade improvement costs (including 10% contingency)	\$1,453,753
City administrative fee	26,247
Financing costs	<u>225,000</u>
Maximum Assessment	\$1,705,000

The actual amount to be assessed to the property, not to exceed \$1,705,000, will be based on a final statement of costs following completion of construction and will be financed with 15-year special assessment general obligation bonds. The project is not eligible for the grant component of the Façade Improvement Program. The project will use previously approved IRB financing to permanently finance the improvements not financed through special assessments. Included in the financing costs amount will be a debt service reserve based on one year's bond payment.

The City's practice is to require developers to provide a letter of credit in an amount equal to the cost of façade work being funded by the City. As an alternative, the Lux developer has chosen to be reimbursed for façade construction costs after the façade project is complete and special assessments can be placed on the property. Once special assessment bonds are issued, the City's risk will be secured by a tax lien on the property. If a tax foreclosure sale is required for repayment of the façade assessment, the City will have precedence over all non-governmental creditors. The maximum assessment amount of \$1,705,000, including financing fees and temporary interest, is 9% of the overall reconstruction costs of \$18,970,000. **An "as-built" appraisal showing the projected value of the property following completion of the renovation project will be provided prior to February 5, 2013.**

Legal Considerations: The attached Maximum Assessment Ordinance and Façade Easement have been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council ~~close~~ **continue** the public hearing, **and set February 5, 2013 as the date to consider approval of** ~~approve~~ the façade easement and ~~place~~ **adoption of** the maximum assessment ordinance for the 120 East 1st Street facade improvements and asbestos & lead based paint abatement ~~on first reading.~~

Attachments: Maximum Assessment Ordinance
Façade Easement

FACADE EASEMENT FACADE IMPROVEMENT PROGRAM

THIS FACADE EASEMENT made this ____ day of _____, 2013, by and between Lux Building LLC, hereinafter called Grantor and the City of Wichita, Kansas, hereinafter called Grantee:

WITNESSETH THAT,

WHEREAS, the Grantee is a municipal corporation pursuant to state law; and

WHEREAS, the Grantee is authorized pursuant to K.S.A. 12-6a01 et. seq. to make or cause to be made improvements which confer a special benefit upon a property within a definable area of the city; and,

WHEREAS, the Grantee may levy and collect special assessments upon property deemed by the governing body to be benefited by such improvement; and,

WHEREAS, the Grantee may acquire an interest in property when necessary for any of the purposes of the statute; and,

WHEREAS, the Grantee is authorized to accept easements necessary for improvements to be financed through special assessment financing pursuant to K.S.A. 12-6a01; and,

WHEREAS, the Grantor is the owner in fee simple of the improved real property consisting of lots and building improvements located at 120 East 1st Street, Wichita, Kansas; and,

WHEREAS, the Grantor has submitted a Facade Improvement Petition for special assessment financing to improve, restore and enhance the facade of the premises; and,

WHEREAS, the grant of a facade easement by the Grantor to the Grantee will assist in the improvement of the property;

NOW, THEREFORE, in consideration of the sum of ONE and NO/100 DOLLARS (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey to the Grantee, its successors and assigns, a fifteen (15) year facade easement in and to the premises described herein.

The easement granted herein (which is more particularly described in Attachment "A" and which is incorporated herein by reference) shall constitute a binding servitude upon the premises and shall be deemed to run with the said premises for a period of fifteen (15) years, with said fifteen year period being contemporaneous with the period of time that the said premises are encumbered with special assessment payments related to improvements made to its facade. As a further condition of said easement, Grantor agrees to the following covenants, restrictions and obligations related to said facade:

1. Without the express written consent of the Grantee, signed by an authorized representative of the Grantee, no construction, alteration, remodeling or other action shall be undertaken or permitted to be undertaken which would affect the exterior facade improvements on the premises (including, without limitation the exterior walls, the roofs or chimneys) or which would adversely affect the structural soundness of improvements on the premises. In the event the Grantee does consent to construction, alteration, remodeling or other action which would affect the exterior facade of improvements on the premises, the Grantor agrees that such construction, alteration, remodeling or other action will conform with applicable local, state and federal standards for construction or restoration or rehabilitation of historic property. Grantor agrees on behalf of itself and any successor condominium owners association at all times to maintain the premises in good and sound state of repair and to bear the cost of all maintenance and repair of the premises.

2. The premises shall not be divided, diminished or subdivided nor shall the premises ever be devised or conveyed except that the premises may be divided into condominium units, the units may

be conveyed to buyers, and the remainder of the premises may be conveyed to a condominium owners association.

3. The premises shall only be used for a use consistent with the zoning ordinances of the City of Wichita.

4. No other structures may be constructed on the premises during the term of this facade easement without the express written permission of the Grantee, signed by an authorized representative of the Grantee.

5. No utility transmission lines, except those required by the existing structures or by structures permitted by the Grantee, may be placed on or over the premises.

6. No topographical changes shall be made or allowed on the premises without the express written permission of the Grantee, signed by an authorized representative of the Grantee.

7. Grantor agrees that representatives of the Grantee, its successors or assigns, shall be permitted at all reasonable times to inspect the premises. Inspections will normally take place on the exterior of the structures on the premises; however, Grantor agrees that representatives of the Grantee, its successors and assigns, shall be permitted to enter and inspect the structures on the premises to insure maintenance of structural soundness. Inspection of the interior of the structures will not take place more often than annually, in the absence of deterioration, and shall require prior notice to Grantor. Inspection of the interior of the structures will be made at a time mutually agreed upon by the Grantor and Grantee, its successors or assigns, and Grantor will not unreasonably withhold its consent in determining a date and time for such inspections.

8. In the event of a violation of any covenant or restriction herein, the Grantee, its successors and assigns, following reasonable notice to Grantor of the violation, may institute suit to enjoin such violation and to require restoration of the premises in compliance with the covenants or restrictions herein. The Grantee, its successors or assigns, shall also have available all legal and equitable remedies to enforce Grantor's obligations hereunder, and in the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee, its successors and assigns, for any costs or expenses incurred in connection therewith, including court costs and attorney's fees.

9. Grantor agrees that these covenants and restrictions will be inserted by it in any subsequent deed or other legal instrument by which it divests itself of either the fee simple title or its possessory interest in the premises, or any part thereof during the term of this facade easement. Grantor agrees to give Grantee written notice of any sale or mortgage of the premises or any part thereof within a reasonable time after such sale or mortgage.

10. Grantor agrees to maintain the facades of the premises in its original condition and configuration or in a condition or configuration which is agreed to by the Grantee.

11. Nothing herein contained shall impose any obligation or liability on the Grantee for the restoration, renovation, preservation or maintenance of the facades of the premises or any part of the premises. The Grantor shall indemnify and hold harmless the Grantee from any liability for any and all claims, demands, damages, judgments, costs or expenses in connection with the restoration, renovation, preservation and maintenance of the facades of the premises or any part thereof or in connection with the failure to restore, renovate, preserve or maintain the facades of the premise or any part of the premises.

12. The Grantor shall maintain insurance on the premises in such amount and on such terms as will allow the Grantee to restore, repair or rebuild the facade of the premises in the event the facade is damaged or destroyed. In the event of damage to or destruction of the facades of the premises, the Grantor alone may determine that the facade of the premises cannot be reasonably restored, repaired or reconstructed. In such event, the Grantee shall be entitled to receive from the Grantor the greater of the following: the fair market value of the easement granted herein at the time the easement was granted or the fair market value of the easement granted herein immediately before the facade of the premises was damaged or destroyed. However, any payment to the Grantee under the terms of this paragraph shall not terminate the easement granted herein, and the terms of the easement which are still applicable to the

premises shall remain in full force and effect. The provisions of this paragraph shall apply whether or not the Grantor maintains the insurance coverage required by this paragraph. In the event the Grantee receives any payment under the terms of this paragraph, the Grantee shall use such payment in a manner consistent with the purpose of this easement.

13. Grantor acknowledges that the easement granted herein gives rise to a property right, vested immediately, with fair market value that is a minimum ascertainable portion of the fair market value of the premises. Thus, if a subsequent unexpected change in the conditions surrounding the premises makes it impossible or impracticable to preserve the premises for the purposes for which the easement was granted and restrictions imposed by the easement granted herein are terminated by judicial proceedings, the Grantee, on a subsequent sale, exchange or involuntary conversion of the premises, will be entitled to a portion of the proceeds determined in accordance with the ratio that the fair market value of the easement granted herein determined on the date of this Facade Easement is executed, unless state law determines that the Grantor is entitled to full proceeds from the conversion without regard to the terms of the prior restrictions imposed by the Facade Easement. In the event the Grantee receives such proceeds from the subsequent sale, exchange or involuntary conversion of the premises, the Grantee shall use such proceeds in a manner consistent with the terms conservation/enhancement purposes of the easement.

The covenants and restrictions imposed by the aforesaid, shall not only be binding upon the Grantor, but also upon its heirs, assigns, and all other successors in interest, and shall continue as a servitude running for the fifteen year term of the Facade Easement with the land and shall survive the Grantor and any termination of the Grantor's existence. All rights reserved herein to the Grantee shall run for the benefit of and be exercised by its successors, assigns, or by its designee duly authorized.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

[SIGNATURES FOLLOW ON PAGES BELOW]

GRANTOR:
Lux Building LLC

[Michael D. Ramsey, Manager] (Date)

State of _____)
County of _____)

Signed or attested before me on _____ by _____.

Notary Public _____ **(Date)** _____

(Seal)

My appointment expires: _____

GRANTEE:
CITY OF WICHITA, KANSAS
By Direction of the City Council

Carl Brewer,
Mayor

(Date)

ATTEST:

Karen Sublett,
City Clerk

(Date)

State of _____)
County of _____)

(Date)

Signed or attested before me on
_____ by

Notary Public

(Seal)

My appointment expires:

APPROVED AS TO FORM:

Gary E. Rebenstorf,
City Attorney and Director of Law
of the City of Wichita

(Date)

Attachment A
Property Subject to Easement

An easement for construction and preservation of façade improvements on the south and east facades of that certain building currently addressed at 120 East 1st in the City of Wichita, Kansas, abutting public ways on East 1st Street and on North Market Street, respectively, in such City, together with easements for ingress, egress and access to the said facades as necessary for such purposes, all on that property described as:

ODD LOTS 49 TO 61 & S 8.37 FT LOT 63 & 2.46 FT SURPLUS MARKET ST.
GREIFFENSTEIN'S ORIGINAL TOWN

Pin #00099243

Tax Key #A-00112

ORDINANCE NO. 49-431 028001

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 12-260 OF THE CITY (120 EAST 1ST STREET IMPROVEMENT DISTRICT).

WHEREAS, pursuant to Resolution No. 12-260 of the City of Wichita, Kansas (the “City”) adopted on December 11, 2012, the Governing Body has authorized the creation of an improvement district and the construction of the following improvements (the “Improvements”):

Mitigation of Asbestos and Lead Based Paint and construction of Façade Improvements abutting public ways at 120 East 1st Street, including 1st and Market Streets.

WHEREAS, prior to commencement of construction of the Improvements, the City has determined the maximum amount of assessment against each lot, piece or parcel of land deemed to be benefited by the Improvements based on the approved estimate of cost of the Improvements and has held a public hearing on the proposed maximum special assessments to be levied against property in the improvement district for the cost of construction of the Improvements after providing notice of such hearing as required by K.S.A. 12-6a09; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Pursuant to K.S.A. 12-6a01 *et seq.*, special assessments to pay the costs of the Improvements are hereby levied and assessed against the lots, pieces and parcels of land liable therefore as described on Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land; provided, however, that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth on Exhibit A, the Governing Body of the City shall adjust the assessments to reflect the cost of the completed Improvements. If any property owner elects to prepay the maximum assessment as provided in Section 2 and the final cost of the completed Improvements as determined by the Governing Body is less than the estimated cost of the Improvements used to determine the maximum assessments, the City Clerk shall mail a check to the then current owner of the property for the difference.

SECTION 2. The amounts so levied and assessed shall be due and payable from and after the date of publication of this Ordinance; and the City Clerk shall notify the owners of the affected properties of the amounts of their assessments, that unless the assessments are paid by the Prepayment Date (as defined herein), bonds will be issued therefore and such assessments will be levied concurrently with general taxes and be payable in 15 annual installments. The “Prepayment Date” shall be February 18, 2013, unless the Prepayment Date is extended by a

motion, resolution or ordinance of the City, following which notice of the extended Prepayment Date shall be mailed to the owners of record of all property in the improvement district.

SECTION 3. The City Clerk shall certify to the County Clerk, in the same manner and at the same time as other taxes are certified, for a period of 15 years, all of the assessments which have not been paid by the Prepayment Date, together with interest on such amount thereof at a rate not exceeding the maximum rate as prescribed by the laws of the state of Kansas; and such amounts shall be placed on the tax rolls and collected as other taxes are collected, the levy for each year being a portion of the principal amount of the assessment plus one year's interest on the amount remaining unpaid.

SECTION 4. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper. The City Clerk is directed to file this Ordinance with the Register of Deeds of Sedgwick County, Kansas.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on the 15th of January, 2013.

(Seal)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

EXHIBIT A

Lux Apartments Facade Improvement District

Property Subject to Assessment	Maximum Assessment
ODD LOTS 49 TO 61 & S 8.37 FT LOT 63 & 2.46 FT SURPLUS MARKET ST. GREIFFENSTEIN'S ORIGINAL TOWN Pin #00099243 Tax Key #A-00112	\$1,705,000.00

**City of Wichita
City Council Meeting
January 8, 2013**

TO: Mayor and City Council

SUBJECT: Ordinance to Terminate the Maize 54 Redevelopment District (Tax Increment Financing) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendations: Approve first reading of the ordinance repealing establishment of the Maize 54 Redevelopment District.

Background: On November 20, 2012, the City Council held a public hearing and approved an ordinance establishing a redevelopment district in the area near the intersection of Maize Road and Kellogg for the purpose of providing tax increment financing (TIF) to pay a portion of the costs of drainage related improvements within the redevelopment district. On December 12, 2012, the Sedgwick County Commission passed a resolution making a finding that the creation of the Maize 54 Redevelopment District will have an adverse impact on Sedgwick County, effectively vetoing the establishment of the District. Under state law, the City Council must now adopt an ordinance terminating the redevelopment district within 30 days of receiving notice of such action.

Analysis: State law gives counties and school districts 30 days from the public hearing on establishment of a TIF redevelopment district to determine whether establishment of the district would have an adverse impact on the county or school district. If either the governing board of a county or school district determines an adverse impact, the district cannot be established. Cities then have 30 days from receipt of a resolution determining an adverse impact to pass an ordinance terminating the district.

On December 21, 2012, the City received a copy of Sedgwick County Resolution 185-2012, stating that the Maize 54 Redevelopment District will have an adverse affect on Sedgwick County. The City Council has until January 20, 2013 to adopt the attached ordinance terminating the Maize 54 Redevelopment District.

Financial Considerations: Repeal of the ordinance establishing a redevelopment district will eliminate the use of tax increment financing for eligible improvements in the Maize 54 redevelopment project.

Legal Considerations: The attached repealing ordinance has been reviewed by the City's Law Department and approved as to form.

Recommendation/Action: It is recommended that the City approve first reading of the ordinance repealing the Maize 54 Redevelopment District.

Attachment(s): Repealing Ordinance

ORDINANCE NO. 49-427 028001

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, REPEALING ORDINANCE NO. 49-395 OF SAID CITY.

WHEREAS, Ordinance No. 49-395 of the City of Wichita, adopted December 4, 2012, provided for the establishment of the Maize 54 Redevelopment District; and,

WHEREAS, The Board of Commissioners of Sedgwick County ("County") passed Resolution 185-2012 stating that the County has determined that the Maize 54 Redevelopment District would have an adverse effect on the County; and,

WHEREAS, the Governing Body of the City of Wichita wishes to repeal Ordinance No. 49-395 pursuant to K.S.A. 12-1771;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Repeal of Ordinance No. 49-395. Ordinance No. 49-395 of the City of Wichita is hereby repealed.

SECTION 2. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City of Wichita, Kansas, and publication once in the official newspaper of the City. **PASSED** by the Governing Body of the City of Wichita, Kansas this 15th day of January, 2013.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

Gary E. Rebenstorf
City Attorney

City of Wichita
City Council Meeting
January 8, 2013

TO: Mayor and City Council

SUBJECT: Public Hearing – Airport Tax-Exempt Facility Financing

INITIATED BY: Finance Department

AGENDA: New Business

Recommendation: Close the public hearing.

Background: On January 15, 2013, the City is offering for sale three series of general obligation temporary notes in a principal amount of approximately \$82,730,000 (Series 247, 254 and 256) and two series of general obligation bonds (Series 807 and 812) in a principal amount of approximately \$14,315,000 for the purpose of providing interim and permanent financing for capital improvement projects of the City.

With respect to the Airport improvements included in Temporary Note Series 254 and 256, the Internal Revenue Code permits tax-exempt financing for certain categories of “exempt facilities” including facilities for airports. Among the conditions required for these airport projects to qualify for tax-exempt facility financing is the requirement that a public hearing be held, in a place, time and manner providing reasonable opportunity for persons affected by the bond issue and the project to be heard.

As required under Federal regulations, a public notice was published once in the Wichita Eagle on December 21, 2012, at least 14 days prior to the public hearing, allowing interested members of the public to attend the hearing and express their views with respect to the projects and the issuance of Bonds. Also as required, the public notice included a general description of the type and use of the projects to be financed, the maximum aggregate face amount of obligations to be issued to finance the projects and the locations of the projects.

Analysis: A portion of the proceeds from the sale of the Series 254 Temporary Notes will be used to finance Airport improvement projects related to the construction of the new Airport Facility, including but not limited to, Taxiway Improvements, Park & Ride Expansion, Parking Facilities and Fuel Farm Improvements. The Series 256 Temporary Notes will be used to finance exempt facility improvement projects of the Airport that are subject to alternative minimum tax. These projects include 1) Jabara Airfield Pavement Rehabilitation and 2) ACT 3 Terminal Building Construction at Mid-Continent.

Financial Considerations: A portion of the Series 254 and the 256 Temporary Notes shall be permanently financed with General Obligation bonds, payable from revenues derived by the Airport from the operation of the Airport facilities, and if not so paid, from the City-wide ad valorem taxes.

Legal Considerations: Bond Counsel has prepared and published the Notice of Hearing. The Law Department has approved the documents as to form.

Recommendations/Actions: It is recommended the City Council close the public hearing.

Attachments: Notice of Hearing

NOTICE OF PUBLIC HEARING
OF THE CITY OF WICHITA, KANSAS

Public notice is hereby given that the Governing Body of the City of Wichita, Kansas (the “City”), will conduct a public hearing in connection with the proposed issuance by the City of general obligation bonds (the “Bonds”) in accordance with K.S.A. 13-1348a and Charter Ordinance No. 78 of the City for the municipal airport projects shown on Exhibit A attached hereto (the “Projects”). Such hearing will be conducted on Tuesday, January 8, 2013, or at such later date as shall be established by the Governing Body during said meeting, at 9:00 a.m., or as soon thereafter as possible, at City Hall, 455 N. Main, Wichita, Kansas 67202. The maximum principal amount of Bonds to be issued for each Project and the location of each Project are set forth on Exhibit A. The Projects will be owned by The Wichita Airport Authority and used for municipal airport purposes.

The public hearing will be open to the public. Residents of Wichita, Kansas, and other interested members of the public are invited to attend the hearing and will have an opportunity to express their views with respect to the Projects and the issuance of Bonds.

Dated: December 17, 2012.

CITY OF WICHITA, KANSAS

By: /s/ Karen Sublett, City Clerk

EXHIBIT A

Project	Maximum Principal Amount of Bonds
Jabara Airfield Pavement Rehabilitation - rehabilitation of airfield pavements and site improvements to accommodate pending and future tenant development (project #460051)	\$3,000,000
ACT 3 Terminal Building – construction of Mid-Continent Airport terminal building for commercial air passengers (project #455361)	\$95,885,428

City of Wichita
City Council Meeting
January 8, 2013

TO: Mayor and City Council

SUBJECT: Improvements to 135th Street West from Maple to Central (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the design concept and revised budget.

Background: The 2011-2020 Capital Improvement Program (CIP) adopted by the City Council includes a project to improve 135th Street West, between Maple and Central. The City Council approved a design contract on December 13, 2005. The Board reviewed the project in 2007. The poor condition of the road at that time required complete rehabilitation of the pavement, so the project was delayed. On December 3, 2012, the District V Advisory Board sponsored a second neighborhood hearing on the project. The Board voted 8-0 to recommend approval of the project.

Analysis: Currently, 135th Street West, from Maple to Central, is a two-lane asphalt mat road with drainage ditches. The proposed improvements consist of a three-lane roadway with one through lane in each direction and a center two-way left turn lane with landscaped medians. A six-foot wide sidewalk will be constructed on the east side of 135th Street, a 10-foot multi-use path will be constructed on the west side of 135th Street, and the available right-of-way will be landscaped. Off site drainage improvements will also be included to address drainage problems in the area. Construction is planned to begin in the spring of 2014 and be completed in late 2014.

Design needs may require the acquisition and/or granting of easements, the signing of utility relocation and railroad agreements and/or compensation for the same, and the signing of required permits and/or compensation for the same.

Financial Considerations: The existing budget of \$145,000 was approved by the City Council for design concepts on December 13, 2005. It is proposed that \$100,000 be added to the current budget for right-of-way acquisitions, bringing the total budget to \$245,000. The funding source is City General Obligation bonds already programmed into the 2011-2020 CIP.

Legal Considerations: The amending ordinance has been approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the design concept, approve the necessary budget adjustment and funding source, place the amending ordinance on first reading and authorize the necessary signatures. Design needs may require the acquisition and/or granting of easements, the signing of utility relocation and railroad agreements and/or compensation for the same, and the signing of required permits and/or compensation for the same.

Attachments: Map, CIP sheet, and ordinance.

CAPITAL IMPROVEMENT PROJECT AUTHORIZATION CITY OF WICHITA																
USE: To Initiate Project <input type="checkbox"/> To Revise Project <input checked="" type="checkbox"/>				1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.												
1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location													
Public Works & Utilities	Eng & Arc	12/12/2012	Improvements to 135th Street West from Maple to Central													
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date													
MS-		2013														
9. Estimated Start Date As Required	10. Estimated Completion Date As Required		11. Project Revised													
12. Project Cost Estimate				12A.												
ITEM	GO	SA	KDOT	TOTAL												
Right of Way																
Paving, grading & const.	\$245,000			\$245,000												
Bridge & Dam																
Drainage																
Sanitary Sewer																
Sidewalk																
Water																
Traffic Signals & Turn Lanes																
Totals	\$245,000			\$245,000												
Total CIP Amount Budgeted																
Total Prelim. Estimate																
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Yes	No															
Platting Required																
Lot Split																
Petition																
Ordered by WCC	X															
Remarks: <div style="text-align: center; padding: 10px;"> Design and ROW acquisition 472-84308 </div>																
13. Recommendation: Approve the revised budget and amending ordinance.																
Division Head		Department Head		Budget Officer												
Date		Date		Date												

First Published in the Wichita Eagle on January 18, 2013

ORDINANCE NO. 49-428

AN ORDINANCE AMENDING ORDINANCE **NO. 46-843** OF THE CITY OF WICHITA, KANSAS DECLARING **135TH ST. WEST, BETWEEN MAPLE AND CENTRAL (472-84308)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 2 of Ordinance **No. 46-843** is hereby amended to read as follows:

“SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements **135th St. West, between Maple and Central (472-84308)** as a main trafficway in the following particulars:

The design of a roadway and right-of-way acquisition as necessary for a major traffic facility.”

SECTION 2. SECTION 3 of Ordinance **No. 46-843** is hereby amended to read as follows:

“SECTION 3. The costs of the construction of the above described improvement is estimated to be **Two Hundred Forty-Five Dollars (\$245,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita.”

SECTION 3. The original SECTIONS 2 and 3 of Ordinance **No. 46-843** are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 15th day of January, 2013.

CARL BREWER, MAYOR

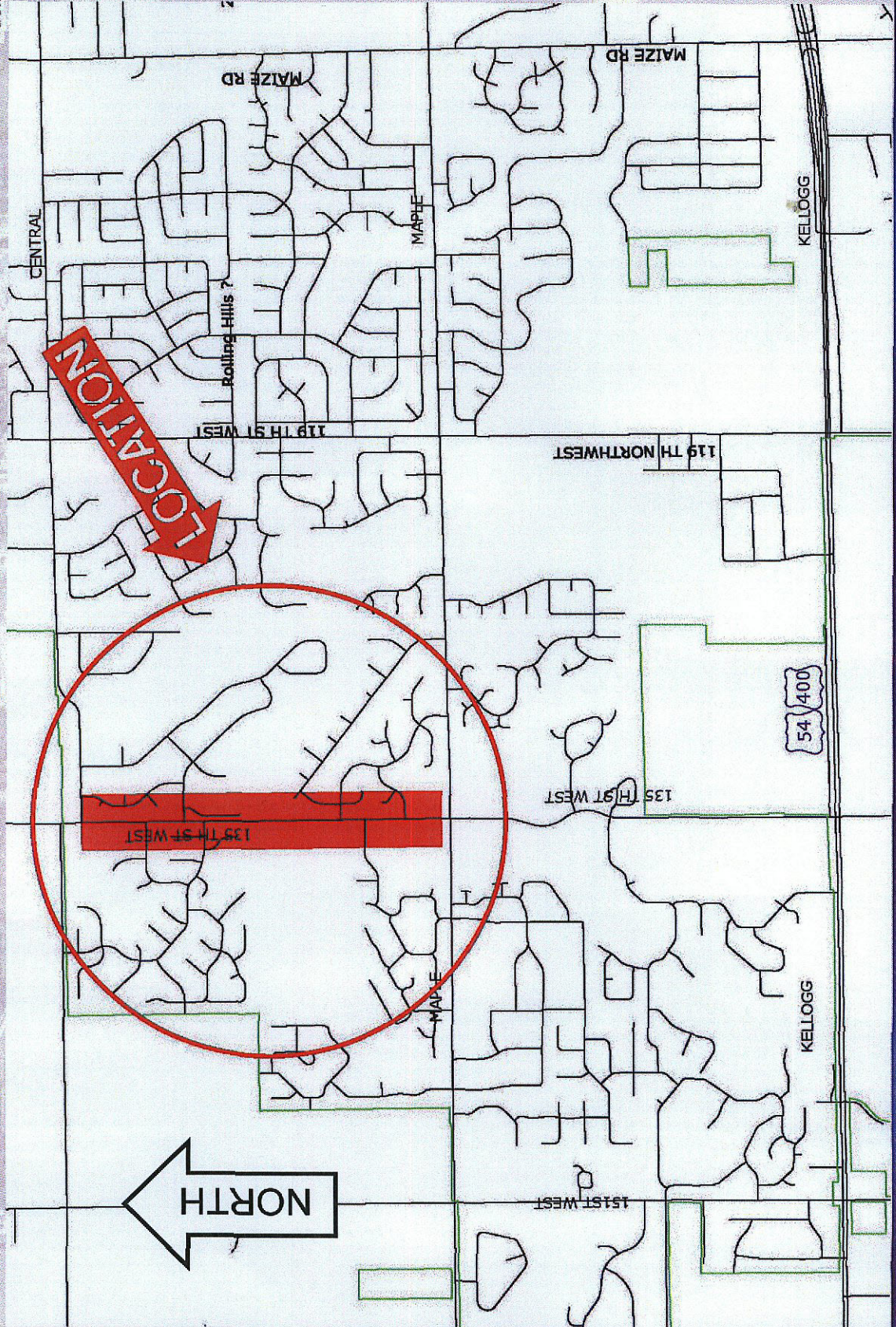
ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL) APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

PROJECT LOCATION



City of Wichita
City Council Meeting
January 8, 2013

TO: Mayor and City Council

SUBJECT: CON2012-00044 – City Conditional Use request for ancillary parking on B Multi-Family Residential (“B”) property; generally located east of Oliver Avenue and northwest of the corner of the Douglas – Glendale Avenues’ intersection. (District I; see “Analysis; NOTE”)

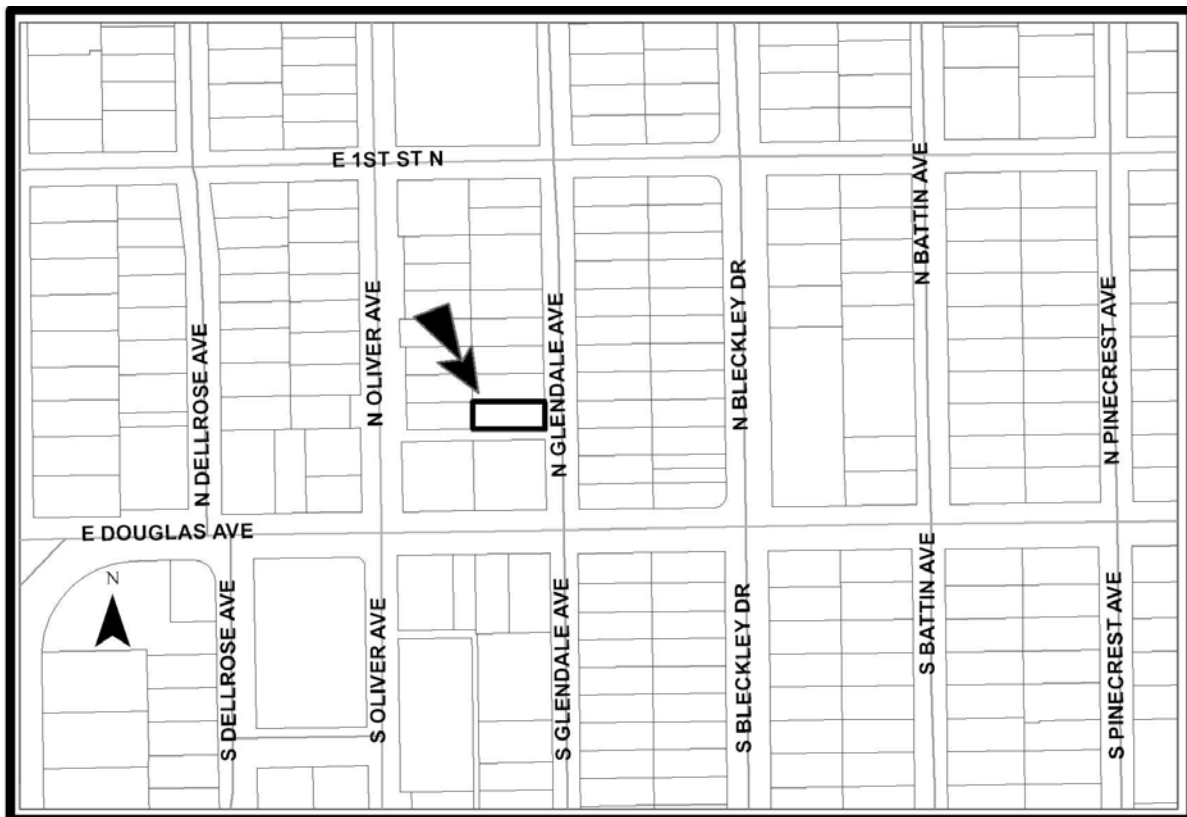
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendation: Approve (11-0).

DAB II Recommendation: Approve (8-1; see “Analysis; NOTE”)

MAPD Staff Recommendation: Approve.



Background: The applicant is requesting a Conditional Use to allow ‘ancillary parking’ on the B Multi-Family Residential (“B”) zoned Lot 18, Block 8, East Boulevard Addition. Per the Unified Zoning Code (UZY), ancillary parking may be permitted with a Conditional Use in the B zoning district; UZY, Sec.III-D.6.p. The 50-foot (x) 128.5-foot subject lot/site is located a block east of Oliver Avenue and northwest of the corner of Glendale and Douglas Avenues. The subject site has a duplex on it (built 1937), which will be torn down and replaced with the parking lot, if the proposed Conditional Use is approved.

The parking lot will support the redevelopment of the vacant 7,501-square foot LC Limited Commercial (“LC”) zoned Barrier’s Jewelers building, into a restaurant and retail. There are currently nine (9) marked parking spaces on the Barrier’s site. Possible redevelopment of the Barrier’s site into a 4,399-square foot/162 seat restaurant and 3,102-square feet of retail, requires 64 off-street parking spaces; UZY, Sec.IV.A. 1.a.d. & 4, one parking space per three customers for a restaurant (54 parking spaces) and one parking space per 333-square feet of retail (10 parking spaces). Currently the Barrier’s building/site does not meet the current parking standards, regardless of redevelopment of the site. The proposed parking lot could add a maximum of 20-23 parking spaces

The subject parking lot will be joined to a proposed parking lot located on a western abutting NR zoned lot. The NR zoned site’s office building (built 1940) has been torn down for that parking; ancillary parking is permitted by right in the NR zoning district. As shown, the combined subject site and the NR zoned site will provide approximately 43 off-street parking spaces. The applicant has filed for the vacation of the west – east alley to allow the parking to expand into the alley; VAC2012-44, SD meeting 12-27-2012 and MAPC meeting 01-10-2013. If the alley is not approved for vacation, the parking on the B zoned subject site and the NR zoned site will be re-designed and reduced. NOTE: Today’s request, CON2012-44, is a request for ancillary parking on the B zoned Lot 18, Block 8, East Boulevard Addition and not the vacation of the abutting alley.

Access to the parking will be one-way ingress from Glendale Avenue, with additional ingress and egress provided onto Douglas and Oliver Avenues. As shown on the site plan there are 74 off-street parking spaces, including the adjacent (south) LC zoned bank’s 12 off-site parking spaces located east of the bank across Glendale. For the redevelopment of Barrier’s and the bank’s parking, the UZY requires 81 off-street parking spaces for the two sites; the applicant will apply for an Administrative Adjustment to reduce the parking standards for the Barrier’s site by 10 – 25%.

The Douglas and Oliver Avenue’s intersection has established small retail strips and stand-alone retail/office uses on all four of its corners. The properties located north of the site include (abutting) B and NO Neighborhood Office (“NO”) zoned single-family residences, a GO zoned office and B zoned triplexes and apartments. Abutting and adjacent to the west of the site, there is the already noted vacant NR property and a GO zoned office. Properties located east of the site, across Glendale Avenue, include a B zoned dentist office and SF-5 Single-Family Residential (“SF-5”) zoned single-family residences. Properties located south of the site include the already mentioned LC zoned vacant Barrier’s building and the LC zoned bank with drive-thru service. Further south, across Douglas, there are two LC and GO General Office (“GO”) zoned commercial/office strips containing (but not limited to); a sit-down pizza restaurant that serves alcoholic drinks (DER), a business selling kitchenware, a pharmacy with drive-thru service, a spa, a medical office, financial advisors and an office leasing business equipment and vehicles. These commercial strips share a B zoned parking lot. There is also the LC and GO zoned Southwestern Bell Telephone facility. Southwest of the site, across Douglas and Oliver, is the LC zoned Lincoln Heights commercial strip containing (but not limited to): a book store with a sit-down restaurant, a salon, a shoe store, a jewelry store, a photography studio, a barber shop, a sit-down restaurant, and a flower shop. Further west of the site, across Oliver, there is a LC and GO zoned commercial strip containing (but not limited to); a salon, a boutique and a sit-down DER restaurant. There are also a GO zoned duplex and TF-3 Two-Family Residential (“TF-3”) zoned single-family residences.

Analysis: DAB II considered the requested Conditional Use for ancillary parking at their November 5, 2012, meeting. There were citizens who spoke against the request at the DAB meeting. The objections expressed at the DAB meeting included concerns about lighting from the parking lot, storage of trash compactors in the parking lot and an increase in traffic and drainage into the abutting Crown Heights residential neighborhood. The DAB voted (8-0) to defer action until DAB's December 3, 2012 meeting.

At the MAPC meeting held November 15, 2012, the MAPC voted (11-0) to approve the Conditional Use for ancillary parking, with the following conditions:

- (1) Use of the B zoned Lot 18, Block 8, East Boulevard Addition, shall include Ancillary Parking, per standards of the UZC, Sec.-III-D.p., contingent on approval of vacating the alley that abuts Lots 17, 18, 19 and 20, Block 8, East Boulevard Addition. **NOTE:** The MAPC added this underlined condition. Today's request CON2012-44, is a request for ancillary parking on the B zoned Lot 18, Block 8, East Boulevard Addition and not the vacation of the abutting alley.
- (2) The applicant shall submit a revised site plan for review and approval by the Planning Director, within 30 days of approval by the MAPC or the City Council. The site will be developed according to the revised site plan. The site plan shall include, but not be limited to, solid screening where the site is abutting or adjacent to residential uses and zoning, all proposed lighting (no taller than 12 feet and directed away all residential uses and zoning), landscaping along the north and east sides where the site is abutting or adjacent to residential uses and zoning.
- (3) The site plan shall also show the off-site shared parking on Lot 19, Block 9, East Boulevard Addition and the applicant shall also provide a copy of the off-site shared parking agreement to Planning and the Office of Central Inspection. Solid screening shall be provided along the north side Lot 19, Block 9, East Boulevard Addition.
- (4) A drainage plan shall be submitted for review and approval by Stormwater prior to the issuance of any paving permits for the parking lot.
- (5) No outside speakers associated with a restaurant's outside sitting. The restaurant shall be no larger than 4,399-square foot -square feet and that shall include all storage, kitchen and bathroom areas.
- (6) All trash receptacles or similar type of receptacles shall have 6-foot tall approved solid screening around it. The gate shall be of similar materials as the screening. The trash receptacle shall be moved so that it is adjacent to the Oliver side of the future parking.
- (7) All improvements shall be completed within one year of the approval of the Conditional Use by the MAPC or the City Council.
- (8) The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.
- (9) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

There were citizens who spoke against the requested parking at the MAPC meeting. Their objections included concerns about public intoxication and its negative impact on residential neighborhood, including the public safety of neighborhood's children, drunk drivers, trash, noise, parking on Glendale Avenue, losing a duplex to a parking lot and the subsequent erosion of the area's single-family residential neighborhood. There were also people who spoke for the requested parking. Their support included wanting to see the vacant Barrier's building occupied and used for a neighborhood restaurant, reduction of a visual blight by having the Barrier's building occupied, support for investment in the neighborhood's commercial development.

NOTE: During the public forums where the requested Conditional Use for ancillary parking on the B zoned subject site has been considered, there have been comments made that the LC zoned Barrier's building will become a 'bar.' A tavern, drinking establishment (bar), or night club all derive more than

50% of their gross revenues from the sale of alcoholic liquor or cereal malt beverages for consumption on the site. A tavern, drinking establishment, or night club on the LC zoned Barrier's site would require a Conditional Use. Planning has not received a Conditional Use application for a tavern, drinking establishment, or night club on the Barrier's site. A restaurant and retail are permitted by right on the LC zoned Barrier's site. A restaurant may serve alcoholic liquor or cereal malt beverages for consumption on the premises that derives in a six-month period less than 50% of its gross revenues from the sale of alcoholic liquor or cereal malt beverages for consumption on the site; a DER. The request before the City Council today is a Conditional Use for ancillary parking on the B zoned subject site

DAB II re-considered the requested Conditional Use for ancillary parking at their December 3, 2012, meeting. There were citizens who spoke against the request at the DAB meeting. The objections expressed at the DAB meeting were similar to those expressed at the previous DAB meeting and the MAPC meeting. An additional consideration was regulating the hours of operation for a DER restaurant at this site. There were also people who spoke for the requested parking and their support was similar to what was expressed at the MAPC meeting. The DAB voted 8-1 to approve the requested parking with the recommended conditions and these additional conditions:

1. The developer strongly consider doing a curb cut on the alley on Glendale that only allows people coming from Douglas to turn in and also forces being turning on to Glendale to turn towards Douglas (incorporated into the attached resolution)
2. The city take a hard look at making the 100 block of Glendale no parking on both sides of the street.

The applicant has agreed to make the access onto the B zoned ancillary parking site from Glendale to be ingress only. No exiting onto Glendale from the parking lot or any of the abutting properties; Lots 17, 18, 19, 20, 21, and 22, Block 8, East Boulevard Addition.

It would require 75 percent of the property owners to petition the Traffic Engineer to prohibit or limit on street parking on the residential street. The 75 percent would be per street side, i.e., the property owners on the west side of Glendale would petition for 'no parking' on the west side of Glendale and the property owners on the east side of Glendale would partition for 'no parking' on the east side of Glendale; two separate petitions

There have been valid protest petitions filed with the City Clerk that equal a 43.84 percent protest, which triggers a three-fourths majority vote of the City Council to approve the request. The City Clerk also received three letters alleging an unfair hearing at the MAPC. Those letters are attached.

NOTE*: At the time the application was submitted and considered by the DAB and the MAPC, the subject site was located in City Council District II. A redrawing of the City Council district boundaries as of January 1, 2013, has now placed the subject site in City Council District I.

Financial Considerations: There are no financial considerations in regards to the zoning request.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: 1) Adopt the findings of the MAPC and approve the request subject to the recommended conditions of approval (three-fourths majority vote required because of protests); 2) deny the request (two-thirds majority vote required), or; 3) return the application to the MAPC for reconsideration (simple majority vote required).

Attachments:

- Conditional Use Resolution
- MAPC minutes

- DAB memos
- Protest map
- Letters of alleged unfair hearing
- Site plan

RESOLUTION No. 13-008

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT ANCILLARY PARKING ON APPROXIMATELY 0.14-ACRES ZONED B MULTI-FAMILY RESIDENTIAL ("B"), GENERALLY LOCATED EAST OF OLIVER AVENUE AND NORTHWEST OF THE DOUGLAS – GLENDAL AVENUES' INTERSECTION, IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975 AS AMENDED.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS:

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, for a Conditional Use to allow Ancillary Parking, on approximately 0.14-acres zoned B Multi-Family Residential ("B") legally described below:

Case No. CON2012-00044

A Conditional Use to allow Ancillary Parking, on approximately 0.14-acres zoned B Multi-Family Residential ("B") described as:

Lot 18, Block 8, East Boulevard Addition, Wichita, Sedgwick County, Kansas; generally located east of Oliver Avenue and northwest of the Douglas - Glendale Avenues' intersection.

SUBJECT TO THE FOLLOWING CONDITIONS:

- (1) Use of the B zoned Lot 18, Block 8, East Boulevard Addition, shall include Ancillary Parking, per standards of the UZC, Sec.-III-D.p.
- (2) The applicant shall submit a revised site plan for review and approval by the Planning Director, within 30 days of approval by the MAPC or the City Council. The site will be developed according to the revised site plan. The site plan shall include, but not be limited to, solid screening where the site is abutting or adjacent to residential uses and zoning, all proposed lighting (no taller than 12 feet and directed away all residential uses and zoning), landscaping along the north and east sides where the site is abutting or adjacent to residential uses and zoning.
- (3) The site plan shall also show the off-site shared parking on Lot 19, Block 9, East Boulevard Addition and the applicant shall also provide a copy of the off-site shared parking agreement to Planning and the Office of Central Inspection. Solid screening shall be provided along the north side Lot 19, Block 9, East Boulevard Addition.
- (4) A drainage plan shall be submitted for review and approval by Stormwater prior to the issuance of any paving permits for the parking lot.
- (5) No outside speakers associated with a restaurant's outside sitting, on Lot 19, Block 8, East Boulevard Addition. The restaurant shall be no larger than 4,399-square foot - square feet and that shall include all storage, kitchen and bathroom areas.
- (6) All trash receptacles or similar type of receptacles shall have 6-foot tall approved solid screening around it. The gate shall be of similar materials as the screening. The trash receptacle shall be moved so that it is adjacent to the Oliver Avenue side of the future parking.
- (7) All improvements shall be completed within one year of the approval of the Conditional

Use by the MAPC or the City Council.

- (8) Access onto the B zoned ancillary parking site from Glendale shall be ingress only. No exiting onto Glendale from the parking lot or any abutting properties.
- (9) The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.
- (10) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date
January 8, 2013.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney

**EXCERPT MINUTES OF THE NOVEMBER 15, 2012 WICHITA-SEDGWICK
COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: CON2012-00044 - Joan M. Aboud Revocable Trust, c/o Joan M. Aboud (owner) and W.G. Farha II (applicant) request a City Conditional Use for ancillary parking on a B Multi-Family Residential zoned site on property described as:

Lot 18, Block 8, East Boulevard Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting a Conditional Use to allow ‘ancillary parking’ on the B Multi-Family Residential (“B”) zoned Lot 18, Block 8, East Boulevard Addition. Per the Unified Zoning Code (UZC), ancillary parking may be permitted with a Conditional Use in the B zoning district; UZC, Sec.III-D.6.p. The site is located a block east of Oliver Avenue and northwest of the corner of Glendale and Douglas Avenues. The site has a duplex on it (built 1937), which will be torn down and replaced with the parking lot, if the proposed Conditional Use is approved. The parking lot will support the redevelopment of the vacant LC Limited Commercial (“LC”) zoned Barrier’s Jewelers building into a restaurant. The proposed parking site is located northeast of the vacant building/restaurant across a platted alley. The applicant is proposing to use the platted alley for access onto the parking lot; no drive will be located from the parking lot onto Glendale.

The LC zoned vacant building/restaurant that the proposed parking will serve is part of a node of small retail strips and stand-alone retail/office clustered around the Oliver and Douglas Avenues’ intersection. Properties located south of the site include the already mentioned LC zoned vacant building/restaurant and an LC zoned bank with drive-thru service. Further south, across Douglas, there are two LC and GO General Office (“GO”) zoned commercial/office strips containing (but not limited to); a sit down pizza restaurant, a business selling kitchen ware, a pharmacy with drive-thru service, a spa, a medical office, financial advisors, and a office leasing business equipment and vehicles. These commercial strips share a B zoned parking lot. There is also the LC and GO zoned Southwestern Bell Telephone facility. Southwest of the site, across Douglas and Oliver, is the LC zoned Lincoln Heights commercial strip containing (but not limited to); a book store with a sit-down restaurant, a salon, a shoe store, a jewelry store, a photography studio, a barber shop, a sit-down restaurant, and a flower shop. Abutting and adjacent to the west of the site, there is NR Neighborhood Retail (“NR”) and GO zoned offices. Further west of the site, across Oliver, there is a LC and GO zoned commercial strip containing (but not limited to); a salon, a boutique and a sit-down restaurant that serves alcoholic drinks (DER). There are also a GO zoned duplex and TF-3 Two-Family Residential (“TF-3”) zoned single-family residences. The properties located north of the site include (abutting) B and NO Neighborhood Office (“NO”) zoned single-family residences, a GO zoned office and B zoned triplexes and apartments. Properties located east of the site, across Glendale Avenue, include a B zoned dentist office and SF-5 Single-Family Residential (“SF-5”) zoned single-family residence.

The applicant’s site plan shows the existing parking for the proposed restaurant as well as the proposed parking site. The applicant’s site plan also shows the proposed parking abutting another future parking lot, which is currently a NR Neighborhood Retail (“NR”) zoned (vacant?)

retail/office building. The applicant is also proposing a shared parking agreement with the east, abutting LC zoned bank's parking located on the east side of Glendale. If approved, the applicant needs to provide a revised site plan showing; solid screening landscaping and any proposed lighting. The applicant may be required to apply for adjustments for locating parking within the setback of the east property line and the minimum required parking for a restaurant; UZC, Sec-IV.A.6.a.(1) and Sec-IV.A.4, one space per three seats. The site plan also needs to show solid screening around any trash receptacles.

CASE HISTORY: The site is platted as Lot 18, Block 8, East Boulevard Addition, which was recorded with the Register of Deeds February 21, 1930. DAB II considered this request at their November 5, 2012, meeting. At this meeting there were people who expressed concerns about the impact of the proposed parking lot in regards to drainage, noise, traffic, lights and losing a residence to a parking lot. The DAB is requiring the applicant to return to their first meeting in December.

ADJACENT ZONING AND LAND USE:

NORTH: B, NO, GO	Single-family residences, office, triplexes, apartments
SOUTH: LC, GO, B	Bank, two commercial/office strips, phone company facility
EAST: B, SF-5	Dentist office, single-family residences
WEST: LC, GO, NR, TF-3	Commercial strip, duplex, single-family residences

PUBLIC SERVICES: The subject property has direct access to Glendale Avenue, a residential street. The site also has access, through the abutting paved, platted east to west alley, to Oliver Avenue, a four-lane minor arterial street. Access to the site can also come through the existing parking for the restaurant off of Douglas Avenue, a three-lane minor arterial street. Current traffic volumes at this intersection are approximately 11,305 – 14,872 vehicles per day. All utilities are currently provided to the subject property. The site is located a block west of Bleckley Drive, which is covered with a FEMA Flood Zone and Flood Way that do not extend to the site. The applicant has met with Stormwater and the Office of Central Inspection and is aware that a grading plan will have to be submitted for review and approval as part of the application for a paving permit.

CONFORMANCE TO PLANS/POLICIES: The '2030 Land Use Guide of the Comprehensive Plan' (Plan) identifies the site as "urban residential." The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in large urban municipality. The UZC identifies B zoning as being generally compatible with the urban residential and the "urban development mix" category. The urban development mix uses are reflected in the B zoning district allowing limited commercial (medical service, recreational marine facility) and public and civic uses by right.

The applicant's request for a Conditional Use for parking to support redevelopment of a vacant building for a restaurant is appropriate for "local commercial" types of use. The restaurant is not out of character with the area's other uses (see 'Background') and the requested parking is needed to meet the UZC's parking requirements. The site does not meet the Comprehensive Plan's Locational criteria of having direct access to an arterial. However its relative small size (50 feet x 128.5 feet) and its indirect access to Douglas and Oliver Avenues, via a paved alley

and through the restaurant's site could take some of the traffic off of Glendale. The proposed parking is similar to the parking of the two commercial strips located south of the site, across Douglas, but much smaller in scale. The conditions attached to the Conditional Use can address site design issues.

In the past, the MAPC has considered Conditional Uses for the redevelopment and expansion of commercial businesses on a site by site review. The applicant proposes to redevelop a vacant commercial building, while adding the needed parking on the subject site on a scale that would seem to conform to what the MAPC has recommended in the past.

RECOMMENDATION: The site's proposed Conditional Use for ancillary parking does not match the site being identified on the '2030 Land Use Guide of the Comprehensive Plan' as urban residential, nor does it entirely meet the Comprehensive Plan's Locational criteria of having direct access onto an arterial. The proposed Conditional Use supports redevelopment of a vacant building and provides the needed parking, regardless of the redevelopment of the site. The proposed parking is similar to the parking of the two commercial strips located south of the site, across Douglas, but much smaller in scale. Based on the information available prior to the public hearing, MAPD staff recommends the application be APPROVED. Recommended conditions of approval include:

1. Use of the B zoned site shall include Ancillary Parking, per standards of the UZC, Sec.-III-D.p.
2. The applicant shall submit a revised site plan for review and approval by the Planning Director, within 30 days of approval by the MAPC or the City Council. The site will be developed according to the revised site plan. The site plan shall include, but not be limited to, solid screening where the site is abutting or adjacent to residential uses and zoning, all proposed lighting (no taller than 12 feet and directed away from all residential uses and zoning), landscaping along the north and east sides where the site is abutting or adjacent to residential uses and zoning.
3. A drainage plan shall be submitted for review and approval by Stormwater prior to the issuance of any paving permits for the parking lot.
4. No outside speakers associated with a restaurant's outside seating.
5. All trash receptacles or similar type of receptacles for new or used petroleum products or trash shall have 6-foot tall approved solid screening around it. The gate shall be of similar materials as the screening. The trash receptacle shall be moved so that it is adjacent to the Oliver side of the future parking.
6. All improvements shall be completed within one year of the approval of the Conditional Use by the MAPC or the City Council. No selling of cars shall be allowed until all permits have been acquired and all improvements to the site have been made.
7. The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.

8. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

The staff's recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** The B zoned proposed parking abuts the northeast side of a node of small commercial strips and stand alone retail/office clustered around the Oliver and Douglas Avenues' intersection. The Oliver – Douglas Avenue's intersection is the site of well maintained, vibrant LC, GO, NO, NR and B zoned local retail/office development, including what maybe one of the oldest commercial strips in the City, the Lincoln Heights commercial strip. The area has seen numerous redevelopment projects in the past, including the conversion of the Crest movie theater into a commercial strip housing a sit down pizza restaurant, a spa and a pharmacy with drive thru service. The proposed parking will support another redevelopment project in a vacant commercial building that was most recently Barrier's Jewelers and before that the well regarded Henry's men's clothing store.
2. **The suitability of the subject property for the uses to which it has been restricted:** The property is zoned B Multi-Family Residential and is developed with a duplex that was built in 1937. The property is suitable for all residential uses and the limited public, civic and commercial uses and to which it has been restricted. The non-residential zoning and uses abutting and adjacent to the site's west and south sides provides the opportunity for consideration of non- residential development on the site.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Ancillary parking on a site this size when developed with the Conditional Use, will have a minimum of negative effect on the area. The proposed parking will support redevelopment of a vacant commercial building, which currently does not meet the current parking standards, regardless of redevelopment of the site. The proposed parking will provide another opportunity to maintain the Oliver – Douglas Avenue's commercial development.
4. **Conformance of the requested change to adopted or recognized Plans/Policies:** The "Commercial 2030 Land Use Guide of the Comprehensive Plan' (Plan) identifies the site as "urban residential." The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in large urban municipality. The UZC identifies B zoning as being generally compatible with the urban residential and "urban development mix" category. The urban development mix uses are reflected in the B zoning district allowing limited commercial (medical service, recreational marine facility) and public and civic uses by right.

The restaurant is not out of character with the area's other uses (see 'Background') and the requested parking is needed to meet the UZC's parking requirements. The site does not meet the Comprehensive Plan's Locational criteria of having direct access to an

arterial. However its relative small size (50 feet x 128.5 feet) and its indirect access to Douglas and Oliver Avenues, via a paved alley and through the restaurant's site could take some of the traffic off of Glendale. The proposed parking is similar to the parking of the two commercial strips located south of the site (which have direct access onto Glendale), across Douglas, but much smaller in scale. The conditions attached to the Conditional Use can address site design issues.

In the past the MAPC has considered Conditional Uses for the redevelopment and expansion of commercial businesses on a site by site review. The applicant proposes to redevelop a vacant commercial building, while adding the needed parking on the subject site on a scale that would seem to conform to what the MAPC has recommended in the past.

5. Impact on Community Facilities: Impact on community facilities will be minimal.

BILL LONGNECKER, Planning Staff presented the Staff Report. He edited condition #5 to omit use of petroleum products and deleted the last sentence of condition #6 on the Staff Report.

MCKAY clarified that the site plan is encroaching on the existing alley and the applicant will need to have that alley vacated separately. He asked how the Planning Commission can approve the application without that being done first.

LONGNECKER replied that parking with or without the alley needs to be addressed by the applicant. He suggested that Commission approve the conditional use request with the revised site plan and make the approval contingent on vacation of the alley. He said the parking needs to work with the proposed retail and restaurant. He said if the applicant loses the alley, they will lose 41 parking spaces. He said because there needs to be circulation, the diagonal parking on the original site plan would not work and was eliminated. He added that all abutting property owners will need to agree to vacation of the alley.

MCKAY said he preferred that the alley be vacated and that it was done prior to approval by Planning Commission.

FOSTER mentioned condition #2 regarding required screening and landscaping on the east side and asked if condition #7 was going to cover parking lot screening along the Oliver frontage.

LONGNECKER said staff was recommending solid screening (6-8 foot fence) to minimize visual impact on the residences and keep headlights out. He said they are also recommending minimum landscaping along that area because they feel solid fencing is more desirable.

SHEETS asked about restaurant parking, if the applicant loses the 2 parking spaces to the east along Glendale.

LONGNECKER clarified that restaurant parking is calculated as 1 parking space for every 3 seats.

SHEETS commented so potentially the applicant could lose 6 seats in the restaurant.

TIM AUSTIN, POE & ASSOCIATES, 5940 W. CENTRAL, AGENT FOR THE APPLICANT stated that in B Multi-Family Residential zoning LC Limited Commercial uses are allowed. He said the site could be developed as a commercial office building. He said the question is not what or if parking is allowed, but how much parking. He said this site plan is trying to maximize available parking because the restaurant occupancy is limited to the parking provided. He said he understands that B-Multi-Family zoning used to be the standard for ancillary parking. He said the site was originally a single-family home that was converted to duplex. He said he believes the intent and history of the zoning code anticipated that at some point in time this area would be challenged by parking needs. He said the Barrier's site has been vacant 2 1/2 years now and without any parking improvements; the site doesn't make sense even as a retail space. He said that is one of the reasons why the site has not been redeveloped. He referred to the revised site plan with landscaping and screening on the east. He said the revised site plan is an attempt to address some of the concerns of the neighbors regarding drainage, parking lot lights and headlights expressed at the District Advisory Board meeting. He referred to an aerial map of the proposed site and surrounding area commenting on use of the existing curb cut on Glendale and landscaping and fencing. He said they understand the concerns of the neighbors have tried to do the best they can to address those. He said the neighbor to the north already has an 8-foot solid wood fence and they have visited with him about continuing that fence. He said as far as vacating the alley, in hindsight they should have processed both applications at the same time. He requested that the Planning Commission approve the application and site plan contingent upon getting the alley vacated. He concluded by mentioning that they have an agreement with the bank regarding sharing parking stalls on the bank's property as reflected on the site plan. He added that the bank has "conceptually" agreed to the shared parking and vacation; however, they want one-way traffic for people to access the ATM and tellers. He clarified that the final site plan is subject to requirements of the Landscape Ordinance. He concluded by acknowledging that they anticipate losing a parking stall or two with the inclusion of trash dumpsters and transformers on the site.

ALDRICH asked about hours of operation

AUSTIN said he didn't know and referred the question to the applicant.

CHRISTIAN ABLAH, CLASSIC REAL ESTATE, APPLICANT said business hours would be Monday – Friday from 2:00 p.m. – 2:00 a.m. and Saturday and Sunday from 11:00 a.m. - 2:00 a.m.

BILL RYAN, 130 N. GLENDALE stated that his family built the house in 1948 and has occupied it continuously. He said this isn't business to him, it is personal. He said this is his neighborhood. He said his grandmother and grandfather and mother and father all died there. He said this is taking out a duplex on a residential street of single-family, owner occupied homes in a quiet neighborhood to put in a parking lot that people will be walking to until 2:00 a.m. from a bar/restaurant in a residential neighborhood. He said people will be walking back and forth continuously at the location. He said the neighborhood has ambiance and class, and is quiet. He said everything closes at 5:00 p.m. He said there is no traffic, noise and congestion. He said

this is a major intersection that is already a bottleneck. He said they need to have something there and he has tried to look at the positive side but he is concerned about alcohol and a bar/restaurant. He mentioned the Wine Dive, and said he goes to the local establishments in the area to try to support; however, he said you would not want to live on the residential street next to it. He said if this is successful, they will want to enlarge at some time and take up all 7,600 square feet of the building. He mentioned Margaritas further south at Douglas and Hillside as something to compare this to. He said Friday night he went down there after midnight to see what they would be dealing with. He said there were 76 cars in the Margarita's parking lot and the residential street behind it was packed with cars, a party bus, a person urinating in the parking lot and people milling around. He said this is his worse fear. He also mentioned coming upon an accident while driving back home where an SUV had run into the front of the Barrier's building at 12:20 a.m. He said the driver was trapped in the car with the motor still running. He said another car that was demolished was in the middle of Oliver and Douglas and the driver (he guessed probably drunk) left the scene of the accident. He passed out pictures he took that were used by the Eagle about the accident. He added that 10 Police cruisers, 5 fire engines and 5 ambulances all showed up at the scene. He said with all the noise he feels this is something that will happen a lot more often. He said drinking in the neighborhood changes the neighborhood terribly.

MOTION: To give the speaker 2 more minutes.

WARREN moved, **FARNEY** seconded the motion, and it carried (11-0).

RYAN said he has never protested anything. He said he always assumes good faith that they know what they are doing but he said several items have popped up on this and it has just been one red flag after another. He said he does not believe this is being done in good faith and that it is being rammed through. He said the building was sold on October 31st. He said the City had already done a Staff Report and a plan by the November 5th DAB meeting with a recommendation to approve it. He said that building has got by with the parking that it has for more than 70 years. He said all of a sudden they want to tear out the duplex on Glendale and add parking across the street on Glendale. He said all that traffic on Glendale really concerns him. He said doesn't know why they are picking this spot and added there are other spots for this type of high congestion type of thing, and mentioned the vacant Dillons building at Central and Oliver with all the parking they need and another spot at Oliver and Kellogg. He referenced the Staff Report regarding establishing a car lot. He said this proposal does not fit the neighborhood at all. He said having a bar/restaurant open until 2:00 a.m. he feels like the neighborhood is being raped.

DAVID BAKER, 116 N. GLENDALE said he lives directly east of the duplex in question. He said as a member of the Crown Heights Neighborhood Association he is against the conditional use request for ancillary. He said the residence provides 2 tenant units and added that 1 tenant has lived on the property for 10 years. He said he is opposed to altering the zoning of the property in any way other than maintaining the properties residential status. He said the plan to remove the structure and put in a parking lot will have a negative effect and leave the rest of Glendale vulnerable to future commercialization. He added that 2 tenants will also be displaced. He said the residents realize they live close to commercial property and it is one of the reasons

they live in Crown Heights. He added that he is a patron of almost all nearby businesses and shops locally whenever possible. He said he is concerned that such a commercial encroachment onto a residential street will impact the residents in a variety of ways and subsequently consume other property on Glendale. He said he thinks it is an irresponsible solution to remove a multi-family property to install ancillary parking for a future restaurant that may or may not succeed. He said it is also concerning that ancillary parking allows for sale of vehicles on the property and the residents are concerned about the repercussions that may cause in the future. He said the residents understand that if a restaurant is built, the capacity is determined by the number of parking spaces to be provided. He said it appears that 25 parking spaces will be acquired by removal of the duplex. He said this is not a question of whether a restaurant can occupy the space but whether or not the number of seats the restaurant can provide which is directly related to the revenue of the property owners. He said he believes other avenues need to be explored before removing housing. He said it was noted that the applicants are acquiring shared parking agreements that could accomplish parking goals without removal of the duplex. He said he likes to see the neighborhood teeming with both residential and commercial activities; however, he expects a balance to be struck where boundaries are respected. He mentioned 2 specific issues which were safety and environmental concerns. He said the use of the alley for access to parking lots involves patron safety because they have to cross an alley that allows traffic from Oliver to Glendale and does not have sidewalk space. He asked if patrons parking at the bank will use sidewalks or cut through the alley. He mentioned school children safety and said this location is near 2 schools and that many children walk down Glendale and that the sidewalk is on the west side of street and children cut through the alley and bank parking lot because the sidewalk ends at the property before the alley. He said this creates a dangerous crossing area for the children. He said if the duplex is removed and parking is allowed screening may cause a blind spot for pedestrian's walking south across the alley. He mentioned resident safety with the number of people and cars coming to the restaurant. He said there is only parking along the west side of Glendale, which is the access street for both schools for parents to pick up their children. He said parking overflows and people park on the east side of Glendale which creates a bottleneck of cars and people.

MOTION: To give the speaker 1 more minute.

ALDRICH moved, **WARREN** seconded the motion, and it carried (11-0).

BAKER mentioned environmental issues and asked how the water shed will be handled. He said the duplex grades to the east. He said Glendale battles large volumes of water and added that what was once residential housing has turned commercial and the backyards have been paved. He concluded by asking about tree replacement and said there are 15 trees on the property in question that provide shade and absorption of water.

ERICA BAKER, 116 N. GLENDALE said she lives directly across the duplex that the applicant wants to demolish. She said she also works at the Lincoln Heights shopping center and tries to walk to work 3-4 days a week because she likes being that close to work. She said she is concerned about her safety as well as the other people in the neighborhood if the duplex is demolished for a parking lot. She said she is reeling from the information that the proposed

restaurant will be open until 2:00 a.m. and it almost makes her sick to her stomach. She said she is not adverse to local business in Wichita, but to do that to a residential area is abhorrent. She mentioned that Mike's Wine Dive closes at 11:00 p.m. on Friday and Saturday. She said they watch dozens of kids walking home from school not trying to be hit by traffic. She said increased traffic in this area is scary. She said this is a very active neighborhood with people out walking, walking dogs and kids playing and she feels that won't be able to happen anymore. She said they have lived there for 7 years, love the neighborhood and picked for its closeness to local businesses. She said she feels this proposal will be detrimental to them and the neighbors and everything they have worked for. She said the proposal is making them doubt everything they have decided for their future.

BRET _____, 129 S. DELLROSE said his residence is located at the southwest corner of Lincoln Heights shopping center. He said he is in approval of the parking because he has people parking in front of his house on a regular basis. He said he enjoys walking and feels additional parking will help free up and clear some of the area in front of his residence.

BILL HESS, 329 N. TERRACE said he owns property on the west side of Glendale St. He asked if a portion of the alleyway can't be completely closed off. He said there appears to be 4-5 entrances so if a portion of the alley was blocked off, that would solve the safety issue and alleviate traffic on the Glendale side. He commented that nothing good happens after midnight anyway. He said this assumes that all the parking spaces will be needed for the restaurant which he does not believe is true.

MELINDA FOLEY, 207 N. RIDGEWOOD said she is President of the Crown Heights Neighborhood Association. She mentioned that this was just brought to her attention yesterday afternoon so she is not terribly prepared; however, she said she is very opposed to something like this coming into the neighborhood. She said Crown Heights is one of the most desirable neighborhoods in the City and at one time they were the quickest selling residential neighborhood in Kansas. She said they love their quiet neighborhood; that she grew up in College Hill in an historical and how they fought the battle over traffic on Kellogg. She commented on the Staff Report and clarified that Barrier's went out of business because J. Barrier passed away, his mother was retired and elected not to come back into the business so that is why the business ended and the property went up for sale. She said the paperwork mentioned other businesses in the area such as El Vicino; however, she said most of the residences on south Glendale are rentals and not owner occupied properties. She said she thinks that makes a big difference in the integrity of their neighborhood. She said she was concerned about the lateness of the notice and the fact that the sign wasn't put up on the duplex. She said this was approved by the DAB before a lot of the neighbors even heard about it and she does not feel it was handled properly. She said she is concerned about the school children who walk from Hyde and Robinson that walk up and down Glendale. She said the kids pay no attention, they are laughing and walking. She said she hopes they don't have a death as result of someone needing a few extra parking spaces. She said she strongly objects to the hours of operation. She said 2:00 a.m. is really late for a residential area. She said she is glad that if this passes, she does not live in the 100 block of Glendale because she will probably be on the phone with the police every other night complaining about the noise and public urination. She said if people are out until 2:00 a.m. typically quite a bit of alcohol has been consumed. She said she is concerned

about the safety of school children and residents in the area. She said she hopes the Planning Commission takes all the neighbors' concerns into account and that this is not just a rubber stamped project which she feels it already has been. She concluded by asking the Commission to listen to the concerns of the neighbors who want to protect the integrity of their neighborhood.

FOSTER asked Ms. Foley if she thought blocking off access to Glendale would be a positive step for application.

FOLEY said she thought it would be positive for protecting some of the citizens, but she did not think having a bar that is open until 2:00 a.m. located in a residential area as positive in anyway. She added that she is a business owner and supports business and retail, but she does not feel this is a good place to put a bar establishment.

SAM CANTANESE, 318 N. OAKWOOD said he grew up in the Crown Heights neighborhood. He said he feels parking would definitely be plus in this area. He said as a real estate professional, there is no way that property is going to lease to any other retailer without expanding parking. He said Mike's Wine Dive, which is bar and restaurant and actually closes at 2:00 a.m. has not been an issue but a plus for neighborhood. He said even if a bar/restaurant is open in the space there will probably not be enough patrons for it to stay open until 2:00 a.m. He mentioned owning a home in Phoenix, AZ which was in a neighborhood quite similar to the Watermark area which also has a bar that stays open until 2:00 a.m. in the morning. He said this area will not draw the same type of patrons as at Margaritas. He said he thinks the parking should be there for whatever business goes in there.

TRAE STAATS, 3745 CIRCLE DRIVE said he grew up at 139 N. Dellrose and his family have lived there for about 25 years. He said there was some neighborhood resistance when Mike's Wine Dive came in, but he said he thinks his parents would now say that they are glad the Wine Dive is there and are not opposed to it being located where it is. He said something has got to give at this location. He said the building is an eyesore and something needs to be put in there. He said if providing parking is necessary to do that, they need to get something done. He said his mother advocated shutting down parking along Dellrose from 8:00 a.m. – 5:00 p.m. He said that would free up concerns about safety of the school children, if parking was close off on Glendale. He said he doesn't see what the big issue is. He said he understands this is a touchy subject for some of the people in the crowd who live directly across the location. He said something has got to give and that they need to get something in there before the building is completely dilapidated and no one wants to lease it. He said there is definitely not enough parking.

ADAM STEINER, 440 S. BLUFF said he thinks El Vicino, Mike's Wine Dive and Watermark Books are all assets to the neighborhood. He said if the applicant needs parking at the location, they should get it. He said something has to happen get someone in there and he's all for it.

DOCTOR STANLEY PRESTON JONES, 229 S. BLECKLEY said he has lived in Crown Heights for the past 5 years. He said it is a wonderful area and it is changing area and with more young professionals. He mentioned physicians, other hospital employees and high school friends living in the area. He said he wants to see development and is tired of seeing an empty building

in the area which is starting to look like the run down Dillons down the street. He said when you have any area that is completely dilapidated and not pleasing to the eye people don't want to live there and move away. He said he wants his property value to increase not go down because there is not business in the area. He mentioned that he likes to walk to Jeanne's Café, Mike's Wine Dive and Watermark Books with his family. He said this neighborhood does not draw the same type of crowd as Old Town or Doc Howard's. He said these businesses are frequented by the young professionals that live in the neighborhood. He said he wants to be able to walk somewhere where he can get a drink, enjoy dinner and walk back home. He said having rundown buildings in the area is not something they want. He said if parking is what is needed to make it happen, then something needs to happen to increase the value and draw of their area.

TIM AUSTIN briefly reviewed drainage issues mentioned at the DAB meeting. He said the site design will allow them to capture the water and meter it back out to Glendale and Oliver, which he said was alright with City Stormwater Staff. He clarified that Glendale was all single family residents on the east side; however, he said the west side of Glendale consisted of GO General Office consisting of an oil company and attorney's office. He said there is also multi-family. He concluded by saying that they agree with staff findings and referred Commissioners to item #4 which states that the application meets land use guidelines and is consistent with the Comprehensive Plan. He said they have done what they can to mitigate any adverse effects.

JOHNSON asked if the applicant can vacate the alley will they close it onto Glendale.

AUSTIN said they would have to have the bank's concurrence and he does not believe they would want that because they want to have 24 hour access to the ATM. He said they do not want to change their circulation pattern.

SHEETS said he agreed that they applicant can't shut off Dellrose because of access to the bank. He asked the applicant if they would be willing to agree to limit the size of the restaurant to 4,399 square feet and keep the rest of the building retail. He mentioned concerns of the neighbors about eventually converting the whole building into a restaurant if it is successful.

ABLAH said yes they would agree to the 4,399 square foot restriction.

SHEETS asked if they lose 6 seats can they make their pro-formulas work at 156 seats.

ABLAH said yes they agree to that.

SHEETS said he understands that the applicant has spoken to Mo Zahr the owner of the building directly north of the duplex that the applicant is talking about tearing down. He said he has spoken to Mo Zahr and he is excited about the building being torn down because it has been a problem with crack heads and drugs; however, he asked the applicant if they would keep the same size fence that is there now and agree not to put any lighting towards the north or east.

ABLAH said yes per City approval.

SHEETS asked about the lot to the east that the applicant will be leasing from the dentist and asked if the applicant would be willing to extend the fence.

ABLAH replied that they are not leasing that lot; the bank owns it but has agreed to allow them to park on it.

SHEETS asked if they would be willing to extend the fence 8-10 feet to the west to keep light from going into the resident's window.

ABLAH said they would be willing to extend the fence as requested.

SHEETS asked if there was any variance in the hours of operation.

ABLAH replied no.

SHEETS commented that he didn't believe the accident referred to earlier had anything to do with the property; that could happen to any building on any street and should not have any bearing on this application at all. He said he checked with the police and does not believe there have been any calls due to Mike's Wine Dive or El Vicino. He asked the applicant if they have done a police study on the location.

ABLAH said he has not heard of anything.

SHEETS said he does not believe it is a crime district. He commented that businesses are selling liquor across the street and on the corner.

JOHNSON asked if the alley cannot be vacated, the applicant could lose 16 parking spaces. He asked what if that happens.

ABLAH said they have a signed agreement with the bank to vacate. He said the banks wants the alley to be vacated. He said they thought the applying for the conditional use first was the appropriate process.

JOHNSON said in event the alley is not vacated, the applicant could lose 16 parking spaces which equates to 48 people.

AUSTIN said if the applicant cannot vacate the easement (and mentioned that original site plan did not include vacation of the alley), they will use the maximum parking they can.

MCKAY asked for clarification on whether the bank wants the alley vacated.

AUSTIN replied that the bank does want the alley vacated. He said the question he was responding to was whether it was gated off at night.

ALDRICH asked if the agent and applicant agree with the balance of staff recommendations.

AUSTIN and **ABLAH** replied yes.

SHEETS said he agreed to approve the application contingent on vacation of the alley.

FOSTER asked to confirm the access issue with the bank. He said patrons would be unable to access parking stalls on the east side from Glendale. He said they could only access spaces on the west side and asked if they are used relative to the ATM or a drive-thru.

AUSTIN said the east side is bank only parking. He said only the stalls on the west side would be used.

FOSTER asked why the bank would need the access if you could come off of Douglas to use the drive-thru.

ABLAH clarified it was the bank's preference not to close off the alley.

MCKAY said the latest site plan shows the alley vacated; however, it also shows access down the south side of the alley.

AUSTIN indicated they left a 10-foot drive aisle at the bank's request.

MCKAY said he would like to hear from the bank.

ABLAH said the parcel plan was changed to accommodate staff requests and objections including putting up a fence to screen, installing a grate for drainage, and minimizing lighting.

MCKAY said he understood that, but felt this was a partial project. He said at first the alley was not going to be vacated; now the alley is going to be vacated. He said he would like to hear all the participants say this is what they have agreed to do.

AUSTIN commented that the bank's signature will have to be on the vacation request.

DENNIS asked the City Attorney to address ex-parte communication before a motion is made to make sure the Commission is doing everything legally.

JEFF VANZANDT, ASSISTANT CITY ATTORNEY referred to Commissioner Sheets speaking to someone at the DAB meeting. He said he wanted to make sure that if there was any ex-parte communication that it be revealed. He said Commissioner Sheets said he had spoken with the property owner to the north and those disclosures were required as ex-parte communication.

MILLER STEVENS asked if any members of the current Commission were also members of a DAB. She said she understood that if so, they could not act as both a DAB member and a Planning Commissioner, that it had to be one way or the other.

VANZANDT replied that was accurate.

DENNIS commented that although he is not a current DAB member, when he was, he abstained from voting at the DAB and voted as a Planning Commissioner because he felt the Commission vote was more important.

ALDRICH asked if any Commission members served on DAB II.

DENNIS said no.

SHEETS recommended approval with the variance for the easement in the alley.

ALDRICH clarified the approval was contingent on the vacation of the alley.

SHEETS said that was correct.

LONGNECKER clarified that included extension of the fence and lighting standards no taller than 12 feet directed onto the subject site.

FOSTER asked about the fencing to the east.

SHEETS said it should match the fencing on the adjacent property to the north.

MILLER asked about including limiting the square footage of the restaurant to 4,399 square feet.

SHEETS said that should be included as well.

MOTION: To approve subject to staff recommendation contingent upon vacation of the alley, extension of the fence, lighting no taller than 12 feet directed onto the subject site, fencing to the east to match the fencing on the adjacent property to the north and limiting the square footage of the restaurant to 4,399 square feet.

SHEETS moved, **ALDRICH** seconded the motion, and it carried (11-0).



**INTEROFFICE
MEMORANDUM**

TO: MAPC Members
FROM: Antione Sherfield, Neighborhood Assistant, District II
SUBJECT: CON2012-00044
DATE: November 7, 2012

On Monday, November 5, 2012, the District II Advisory Board considered the request for Conditional Use to allow ‘ancillary parking’ on the B Multi-Family Residential (“B”) zoned Lot 18, Block 8, East Boulevard Addition.

BACKGROUND: The applicant is requesting a Conditional Use to allow ‘ancillary parking’ on the B Multi-Family Residential (“B”) zoned Lot 18, Block 8, East Boulevard Addition. Per the Unified Zoning Code (UZC), ancillary parking may be permitted with a Conditional Use in the B zoning district; UZC, Sec.III-D.6.p. The site is located east of Oliver Avenue and northwest of the corner of Glendale and Douglas Avenues. The site has a duplex on it (built 1937), which will be torn down and replaced with the parking lot, if the proposed Conditional Use is approved. The parking lot will support the redevelopment of the vacant LC Limited Commercial (“LC”) zoned Barrier’s Jewelers building into a restaurant. The proposed parking site is located northeast of the vacant building/restaurant across a platted alley.

The LC zoned vacant building/restaurant that the proposed parking will serve is part of a node of small retail strips and stand-alone retail/office clustered around the Oliver and Douglas Avenues’ intersection. Properties located south of the site include the already mentioned LC zoned vacant building/restaurant and an LC zoned bank with drive-thru service. Further south, across Douglas, there are two LC and GO General Office (“GO”) zoned commercial/office strips containing (but not limited to); a sit down pizza restaurant, a business selling kitchen ware, a pharmacy with drive-thru service, a spa, a medical office, financial advisors, and a office leasing business equipment and vehicles. These commercial strips share a B zoned parking lot. There is also the LC and GO zoned Southwestern Bell Telephone facility. Southwest of the site, across Douglas and Oliver, is the LC zoned Lincoln Heights commercial strip containing (but not limited to); a book store with a sit-down restaurant, a salon, a shoe store, a jewelry store, a photography studio, a barber shop, a sit-down restaurant, and a flower shop. Abutting and adjacent to the west of the site, there are NR Neighborhood Retail (“NR”) and GO zoned offices. Further west of the site, across Oliver, there is a LC and GO zoned commercial strip containing (but not limited to); a salon, a boutique and a sit-down restaurant that serves alcoholic drinks (DER). There are also a GO zoned duplex and TF-3 Two-Family Residential (“TF-3”) zoned single-family residences. The properties located north of the site include (abutting) B and NO

Neighborhood Office (“NO”) zoned single-family residences, a GO zoned office and B zoned triplexes and apartments. Properties located east of the site, across Glendale Avenue, include a B zoned dentist office and SF-5 Single-Family Residential (“SF-5”) zoned single-family residence. The applicant’s site plan shows the existing parking for the proposed restaurant as well as the proposed parking site. If approved, the applicant needs to provide a revised site plan showing; solid screening along the north side of the proposed parking, railing or stops along the east side of the proposed parking, required landscaping and any proposed lighting. The applicant may be required to apply for adjustments for locating parking within the setback of the east property line and the minimum required parking for a restaurant; UZC, Sec-IV.A.6.a.(1) and Sec-IV.A.4, one space per three seats. The site plan also needs to show solid screening around any trash receptacles.

CASE HISTORY: The site is platted as Lot 18, Block 8, East Boulevard Addition, which was recorded with the Register of Deeds February 21, 1930.

ADJACENT ZONING AND LAND USE:

NORTH: B, NO, GO	Single-family residences, office, triplexes, apartments
SOUTH: LC, GO, B	Bank, two commercial/office strips, phone company facility
EAST: B, SF-5	Dentist office, single-family residences
WEST: LC, GO, NR, TF-3	Commercial strip, duplex, single-family residences

Citizen Questions/Concerns

- **Flooding in the area due to past paving.**
- **Increased traffic in the area.**
- **Major drainage issues**
- **Are trash compactors going to be stored in parking lot?**
- **Parking lot lighting impacting homes in area.**

Recommended Action: The DAB Voted (8-0) to defer action until next month’s DAB meeting.

Antione Sherfield
Neighborhood Assistant – District II



**INTEROFFICE
MEMORANDUM**

TO: MAPC Members
FROM: Antione Sherfield, Neighborhood Assistant, District II
SUBJECT: CON2012-00044
DATE: December 19, 2012

On Monday, December 3, 2012, the District II Advisory Board reconsidered a request for Conditional Use to allow ‘ancillary parking’ on the B Multi-Family Residential (“B”) zoned Lot 18, Block 8, East Boulevard Addition.

BACKGROUND: The applicant is requesting a Conditional Use to allow ‘ancillary parking’ on the B Multi-Family Residential (“B”) zoned Lot 18, Block 8, East Boulevard Addition. Per the Unified Zoning Code (UZC), ancillary parking may be permitted with a Conditional Use in the B zoning district; UZC, Sec.III-D.6.p. The site is located east of Oliver Avenue and northwest of the corner of Glendale and Douglas Avenues. The site has a duplex on it (built 1937), which will be torn down and replaced with the parking lot, if the proposed Conditional Use is approved. The parking lot will support the redevelopment of the vacant LC Limited Commercial (“LC”) zoned Barrier’s Jewelers building into a restaurant. The proposed parking site is located northeast of the vacant building/restaurant across a platted alley.

The LC zoned vacant building/restaurant that the proposed parking will serve is part of a node of small retail strips and stand-alone retail/office clustered around the Oliver and Douglas Avenues’ intersection. Properties located south of the site include the already mentioned LC zoned vacant building/restaurant and an LC zoned bank with drive-thru service. Further south, across Douglas, there are two LC and GO General Office (“GO”) zoned commercial/office strips containing (but not limited to); a sit down pizza restaurant, a business selling kitchen ware, a pharmacy with drive-thru service, a spa, a medical office, financial advisors, and a office leasing business equipment and vehicles. These commercial strips share a B zoned parking lot. There is also the LC and GO zoned Southwestern Bell Telephone facility. Southwest of the site, across Douglas and Oliver, is the LC zoned Lincoln Heights commercial strip containing (but not limited to); a book store with a sit-down restaurant, a salon, a shoe store, a jewelry store, a photography studio, a barber shop, a sit-down restaurant, and a flower shop. Abutting and adjacent to the west of the site, there are NR Neighborhood Retail (“NR”) and GO zoned offices. Further west of the site, across Oliver, there is a LC and GO zoned commercial strip containing (but not limited to); a salon, a boutique and a sit-down restaurant that serves alcoholic drinks (DER). There are also a GO zoned duplex and TF-3 Two-Family Residential (“TF-3”) zoned single-family residences. The properties located north of the site include (abutting) B and NO

Neighborhood Office (“NO”) zoned single-family residences, a GO zoned office and B zoned triplexes and apartments. Properties located east of the site, across Glendale Avenue, include a B zoned dentist office and SF-5 Single-Family Residential (“SF-5”) zoned single-family residence. The applicant’s site plan shows the existing parking for the proposed restaurant as well as the proposed parking site. If approved, the applicant needs to provide a revised site plan showing; solid screening along the north side of the proposed parking, railing or stops along the east side of the proposed parking, required landscaping and any proposed lighting. The applicant may be required to apply for adjustments for locating parking within the setback of the east property line and the minimum required parking for a restaurant; UZC, Sec-IV.A.6.a.(1) and Sec-IV.A.4, one space per three seats. The site plan also needs to show solid screening around any trash receptacles.

CASE HISTORY: The site is platted as Lot 18, Block 8, East Boulevard Addition, which was recorded with the Register of Deeds February 21, 1930.

ADJACENT ZONING AND LAND USE:

NORTH: B, NO, GO	Single-family residences, office, triplexes, apartments
SOUTH: LC, GO, B	Bank, two commercial/office strips, phone company facility
EAST: B, SF-5	Dentist office, single-family residences
WEST: LC, GO, NR, TF-3	Commercial strip, duplex, single-family residences

Citizen Questions/Concerns

- Child safety in the area due to no sidewalks
- Developer tearing down two homes for (25) parking spaces
- Additional cars parked on the street
- Parking will blend over to residential area
- Additional trash from potential bar patrons
- Inability to protect spirit of the neighborhood
- Car alarms waking residents in area
- Potential public intoxication in area
- Residents not interested in Old Town Atmosphere
- Interference with quality of life
- What is the alternative without the parking lot?
- Where will employees park?
- Protect quiet community
- Children unable to play outside due to potential drunk drivers

Additional Public Comments

- The Crown Heights/College Hill area is changing and evolving with young professionals
- Major change of demographics in area
- Residents want to see vibrant community
- There are benefits to having restaurant/bar in close proximity
- Developer investing in area
- Potential reduction in blight in area
- Barriers building has been vacant for years
- Reduce drinking and driving for residents in area

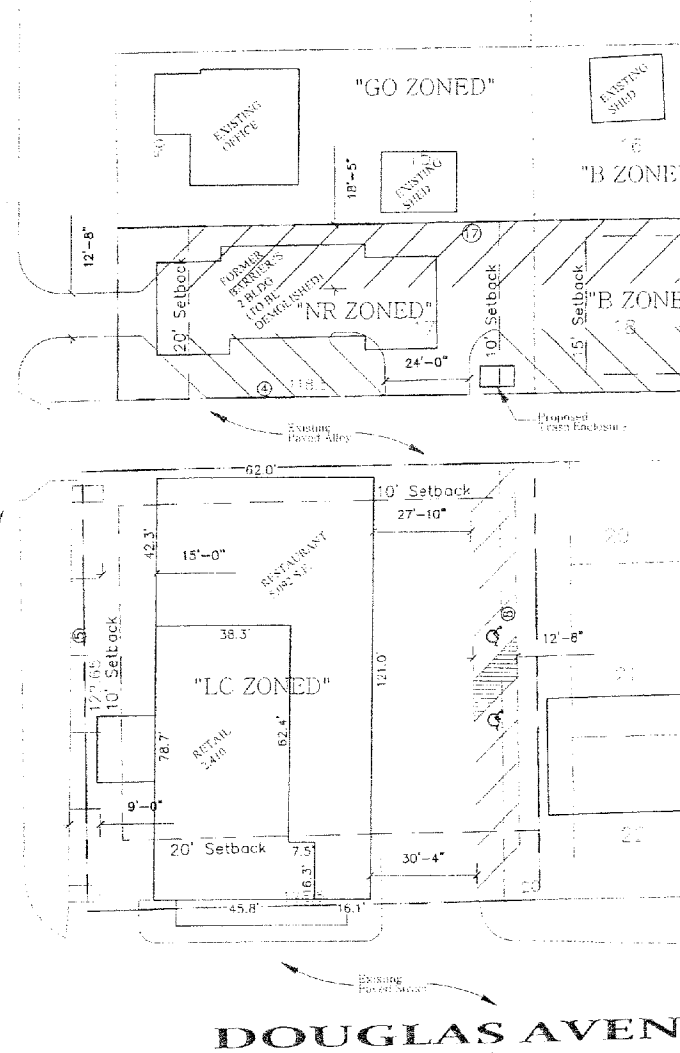
Recommended Action: The DAB Voted (8-1) to approve the request based on the following caveats:

1. The developer strongly consider doing a curb cut on the alley on Glendale that only allows people coming from Douglas to turn in and also forces being turning on to Glendale to turn towards Douglas
2. The city take a hard look at making the 100 block of Glendale no parking on both sides of the street.

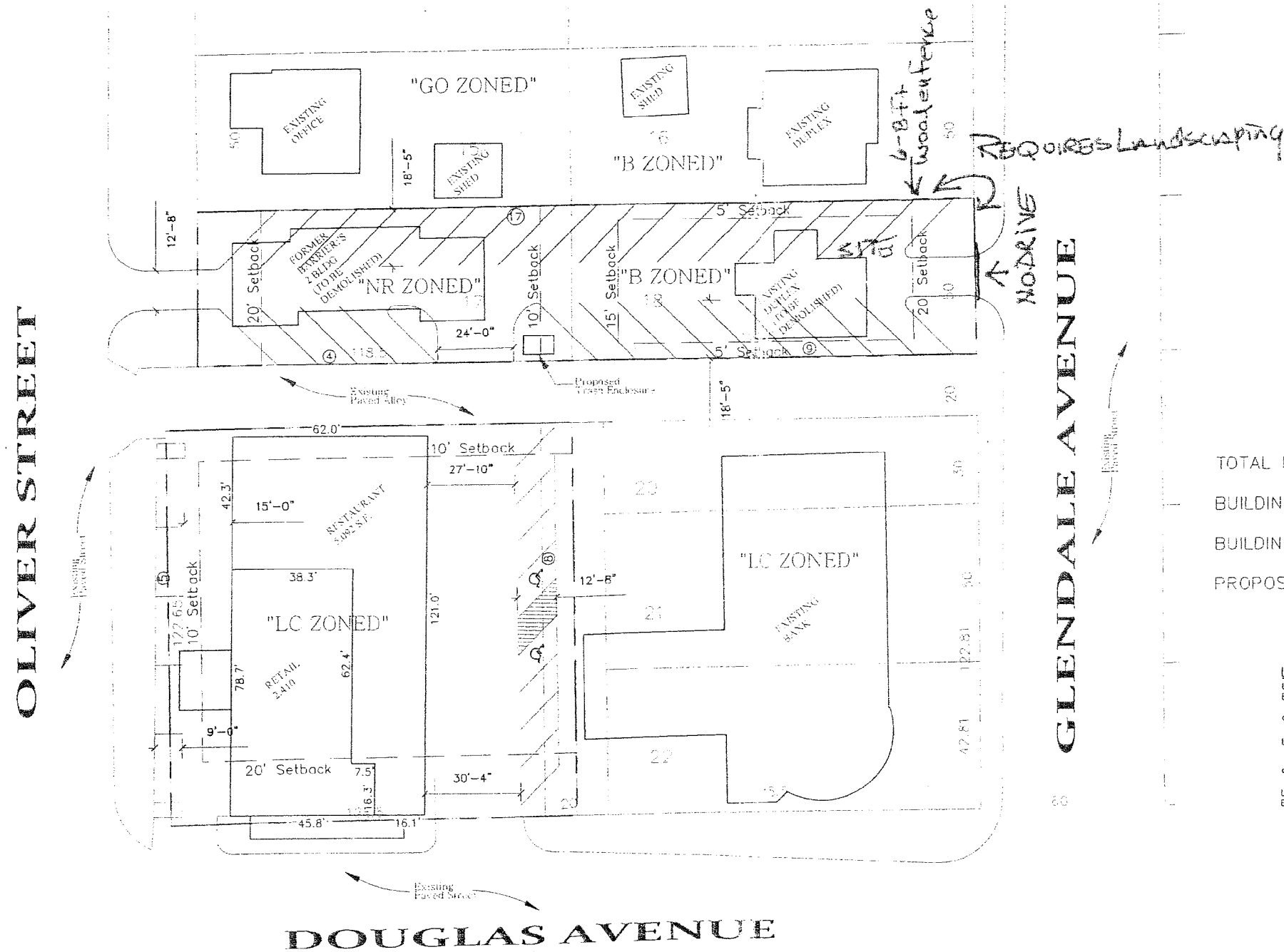
Antione Sherfield
Neighborhood Assistant – District II

CONDITIONAL USE FOR L EAST BOULEVARD

OLIVER STREET



CONDITIONAL USE FOR LOT 18, BLOCK 8 EAST BOULEVARD ADDITION



TOTAL PARCEL SIZE=28,572 S.F.±
BUILDING 1 SIZE=5,092 S.F.
BUILDING 2 SIZE=2,410 S.F.
PROPOSED PARKING=43 SPACES

LEGAL DESCRIPTION:
Lot 17 Except the West 10 feet for Street,
Block 8, East Boulevard Addition
and
Lot 18, Block 8, East Boulevard Addition
and
Lot 19 and 1/2 of the Vacated Alley Adjoining,
Block 8, East Boulevard Addition

Agenda Item No. VIII-1.

**City of Wichita
City Council Meeting
January 8, 2013**

TO: Mayor and City Council Members

SUBJECT: Evaluation and Salary Increase for City Manager

INITIATED BY: City Council

AGENDA: City Council

Recommendation: Determine City Manager's salary based on merit and salary review.

Background: On December 18, 2008, the City Council entered into a City Manager Agreement with Robert Layton as City Manager of the City of Wichita commencing on February 2, 2009. Pursuant to authority established by City ordinance and the terms of the Agreement, the City Council has the discretion to increase the City Manager's salary based on annual merit and salary reviews. The first such annual review was to take place within one year of his employment. However, because of overall City budget issues, the City Manager has declined such merit increases. The City Council has conducted a merit and salary review of the City Manager to consider increases in merit compensation, COLA and vacation benefits, subject to a cap of 8% total increase.

Analysis: Evaluation of the City Manager's performance is not only part of the City Manager's employment agreement, but it is also important for maintaining a healthy and an effective council-manager relationship. Ultimately, the City Manager's performance evaluation is an essential tool for promoting more effective decision-making throughout the City organization.

During the course of his service as City Manager, the Mayor and City Council have requested that he carry out numerous projects and programs. The City Manager has achieved a significant number of accomplishments with positive outcomes.

Significant Accomplishments include:

- Created budget priorities through the identification of core services.
- Conducted an environmental scan of City services.
- Privatized parks mowing.
- Created a Center for Project Management and Process Improvement.

- Revised the City's economic development policies, emphasizing return on investment and gap financing.
- Revised the façade improvement program.
- Developed a Downtown Master Plan.
- Adopted a new solid waste plan.
- Created a new framework for user fees.
- Obtained \$26 million in ARRA funds for infrastructure and social service programs.
- Adopted a downtown parking and transportation plan in support of Intrust Bank Arena.
- Initiated an upgrading of CII.
- Assisted with the construction of the Fairfield Inn & Suites, Ambassador Hotel and Drury Hotel in the downtown.
- Assisted with the expansion of Airbus and the construction of Cargill's Innovation Center in the downtown.
- Completed the Nomar International Market.
- Reorganized the Water and Sewer Utility, stabilized the Utility's financial condition and created a model to allow the Mayor and City Council to make long term financial decisions for the Utility.
- Changed the management structure of Transit and stabilized Transit's financial condition.
- Expanded the use of technology in the organization and initiated a strategic planning process for technology.
- Awarded a contract for a new terminal at Mid-Continent Airport and revised the parking garage plans and project management arrangement for the Airport.
- Developed an enhanced public engagement process for the allocation of CDBG and HOME funds.
- Expanded the use of performance measures and integrated them into the budget decision making process.
- Increased the opportunities for public and staff input into the development of budget recommendations.
- Organized the City's departments into three teams to increase communication and foster interdepartmental cooperation.
- Reorganized each of the City's departments, with an emphasis on service sustainability and the trimming of middle and upper level management.
- Stabilized the City's health insurance costs and introduced a new wellness initiative.
- Reorganized custodial services to reduce costs.
- Reduced the reliance on reserve funds to balance the operating budget.

- Launched a call center project, to simplify citizen contact with City government. (ongoing project)
- Reorganized the City's Recreation programs and repurposed two recreation centers.
- Improved the business operations of the Golf system.
- Provided an early retirement program to reduce the City's wage base by \$7.5 million.
- Consolidated code enforcement services with Sedgwick County.
- Negotiated long term contracts with all collective bargaining units.
- Initiated an enhanced street maintenance program and approved an update of the 10 year CIP. The City's debt levels were reduced to correspond more closely to industry benchmarks.
- Approved a new STAR bond district for the K96 and Greenwich corridor.
- Initiated a new Water Resource Plan to identify future water supply options.
- Opened a new Fire Training Facility.
- Completed planning and r-o-w acquisition for the 13th Street Flyover and initiated the next phases for east and west Kellogg improvements.
- Created a plan to address youth homelessness.
- Outsourced printing services.
- Developed a Critical Position Plan to determine appropriate staffing levels.
- Initiated a planning process for an Aquatics Master Plan.
- Revised the Central Library planning process to address funding constraints and concerns about the "library of the future."
- Implemented alternative sentencing programs to reduce recidivism and annual jail costs.
- Developed a plan to generate an annual profit of \$250,000 from the Hyatt Hotel.
- Obtained a commitment from Southwest Airlines to begin service in 2013.
- Initiated a process to create an office of civic engagement, utilizing the services of several divisions in the City Manager's Office.
- Created a Strategic Value Team to serve as an internal consulting group, utilizing staff members from Finance and the Center for Project Management and Process Improvement.
- The City Manager made a number of appointments and promotions for Department Directors, Division Managers and Supervisors since his employment with the City. These include five appointments in 2009, ten appointments in 2010, eighteen in 2011 and thirty five in 2012. These promotions total sixty eight positions. Minorities and women make up approximately thirty eight percent of these appointments.

- The City Manager emphasized training for Department Directors, Division Managers and Supervisors that included diversity and sensitivity training. Nearly ninety percent of those appointed or promoted to these positions attended diversity and/or sensitivity training.

Financial Considerations: Funds for the proposed merit increase are included in the 2013 Adopted Budget.

Legal Considerations: Pursuant to state law, City ordinances and the City Manager Agreement, the City Council has the legal authority to evaluate and determine the salary of the City Manager.

Recommendation/Action: Approve a salary increase for the City Manager of 8% percent.

City of Wichita
City Council Meeting
January 8, 2013

TO: Mayor and City Council

SUBJECT: Candidate Presentations and Election to fill the Interim Vacancy in City Council District IV

INITIATED BY: City Council

AGENDA: City Council

Recommendation: Hear Candidate Presentation and Ballot selection for Interim District IV Council Member.

Background: On December 4, 2012, Michael O'Donnell submitted his resignation as City Council member for the City Council District IV, effective December 31, 2012 because of his election to the Kansas Senate. Further, on December 4, 2012, the City Council announced the vacancy, established the petition deadline, and designated the District Advisory Board for District IV (DAB) as the group to conduct a public forum to screen candidates.

On January 2, 2013, the DAB for Council District IV interviewed three (3) of the candidates that submitted a lawful petition to fill the vacancy for the District IV City Council seat. Candidate Reeser was not interviewed due to a prior commitment. He did present written materials to the DAB. All candidates were additionally interviewed by the City Council members on January 7, 2013.

Analysis: The DAB nominates the following candidates in alphabetical order for consideration by the City Council:

1. Joshua Blick
2. Jeff Blubaugh
3. Paul Gray
4. Stan Reeser

The City Council set the January 8, 2013 regular meeting of the City Council, at which all remaining members, not including Michael O'Donnell, to elect by written ballot and by majority vote of four from those nominated, a member to fill a temporary term of office expiring on April 12, 2013.

Financial Considerations: There are no financial considerations.

Legal Considerations: The City Council has the legal authority to establish and carry out the process for filling a vacancy.

Recommendations/Actions: Hear Candidate Presentations and Ballot selection for Interim District IV City Council Member.

Attachment: None.

Wichita, Kansas
January 7, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Accountant, Finance, representing the Director of Finance, Elizabeth Goltry Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Jason Earl, Management Intern, representing the City Manager's Office and Janis Edwards Deputy City Clerk, present.

Minutes of the regular meeting dated December 17, 2012, were read and on motion approved.

Bids were opened on December 21, 2012 pursuant to advertisements published on:

Central Street from 135th to 119th West; (Central Street from 135th Street West to 119th Street West) 87N-0351-01/472-840107 (706898/635814)

Defer one week

Lateral 11, Main 14, Four Mile Creek Interceptor Sewer to serve Krug South 2nd Addition (south of 21st Street North, west of 143rd Street East) (468-84847/744342/480034) Traffic to be maintained during construction using flagpersons and barricades. (District II)

McCullough Excavation - \$8,200.00

Planeview Consumer Water Service Line Replacements Planeview Addition (east of Hillside, south of Pawnee) (448-90575/636267/772075) Traffic to be maintained during construction using flagpersons and barricades. Planeview Area Sanitary Sewer Improvements, Sewer Reconstruction Phase 2 Plainview Addition (north of 31st Street South, east of Hillside) (468-84838/624101/652019) Traffic to be maintained during construction using flagpersons and barricades. (District III) -

Wildcat Construction - \$45,102.50	Group 1
<u>\$154,257.50</u>	Group 2
\$199,360.00	Bid Total

2013 Utility Cut Repair of Streets, Driveways and Sidewalks (within City of Wichita city limits) (472-85076/132035/620591/636246/133116/132035/661686/771633/133116) Traffic to be maintained during construction using flagpersons and barricades. (District I, II, III, IV, V, VI)

Cornejo and Sons LLC - \$1,351,350.00

Pavement on 21st Street to remove an entrance and construct a new entrance serving Remington Place Addition (north of 21st Street North, east of Webb) (472-85061/766285/490303) Traffic to be maintained during construction using flagpersons and barricades. (District II)

PPJ Construction \$15,356.00

The Purchasing Manager recommended that the contracts be awarded/deferred as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: January 7, 2013

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**December 21, 2013**

Paving – Central Street from 135th to 119th West – Public Works & Utilities Department/Engineering Division
 (Defer to January 14, 2013) (Pending KDOT Approval)

Lateral 11, Main 14, Four Mile Creek Interceptor Sewer to serve Krug South 2nd Addition – Public Works & Utilities Department/Engineering Division

McCullough Excavation **\$8,200.00**

Water Line & SS Replacement to serve Planeview Addition – Public Works & Utilities Dept./Engineering Div.

Wildcat Construction **Group 1 – Planeview Consumer Water Service Line** **\$ 45,102.50**

Replacements 448-90575

Group 2 – Planeview Area SS Improvements, Sewer **154,257.50**

Reconstruction Phase 2 468-84838

Aggregate Bid Total **\$199,360.00**

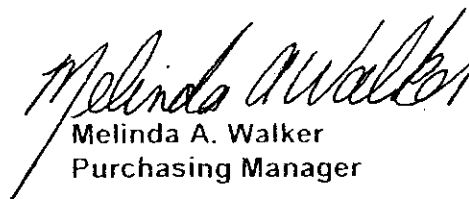
2013 Utility Cut Repair of Streets, Driveways and Sidewalks (within City of Wichita city limits) – Public Works & Utilities Department/Engineering Division

Cornejo & Sons, LLC **\$1,351,350.00**

21st Street North Drive Approach Relocation (north of 21st Street North, east of Webb) – Public Works & Utilities Department/Engineering Division

PPJ Construction **\$15,356.00**

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.


 Melinda A. Walker
 Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - December 21, 2012

RQ#241094_RQ#241095

FB#240194		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
Central Street from 135th to 119th West					\$7,928,061.97
(Central Street from 135th Street West to 119th Street West)	BID BOND				X
	ADDENDA	2			
87N-0351-01/472-84017 (706898/635814)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Lafarge North America
Central Street from 135th to 119th West			\$8,181,350.59	\$8,060,215.88	\$8,097,028.13
(Central Street from 135th Street West to 119th Street West)	BID BOND			X	
	ADDENDA	2	X	X	X
87N-0351-01/472-84017 (706898/635814)					
		Engineer's Construction Estimate			
Central Street from 135th to 119th West					
(Central Street from 135th Street West to 119th Street West)	BID BOND				
	ADDENDA	2			
87N-0351-01/472-84017 (706898/635814)					
		Engineer's Construction Estimate			
Central Street from 135th to 119th West					
(Central Street from 135th Street West to 119th Street West)	BID BOND				
	ADDENDA	2			
87N-0351-01/472-84017 (706898/635814)					
DEFER 1 WEEK PENDING KDOT APPROVAL					

CHECKED BY: _____

REVIEWED BY: _____

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - December 21, 2012

RQ#241185

FB#240206		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Lateral 11, Main 14, Four Mile Creek Interceptor Sewer		\$10,718.00	\$11,675.00		\$12,000.00
Krug South 2nd Addition	BID BOND				
468-84847	ADDENDA	0			
(744342)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Lateral 11, Main 14, Four Mile Creek Interceptor Sewer		\$10,718.00	\$8,200.00	\$10,919.00	\$20,255.00
Krug South 2nd Addition	BID BOND				
468-84847	ADDENDA	0			
(744342)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Lateral 11, Main 14, Four Mile Creek Interceptor Sewer		\$10,718.00	\$13,085.00	\$14,000.00	
Krug South 2nd Addition	BID BOND			X	
468-84847	ADDENDA	0			
(744342)					
		Engineer's Construction Estimate			
Lateral 11, Main 14, Four Mile Creek Interceptor Sewer		\$10,718.00			
Krug South 2nd Addition	BID BOND				
468-84847	ADDENDA	0			
(744342)					

CHECKED BY: REVIEWED BY: 

WATER BID TABULATION SUMMARY

BOARD OF BIDS - December 21, 2012

RQ#241186

FB#240207		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Planeview Consumer Water Service Line Replacements 448- 90575 (636267)	GROUP 1	\$160,405.00			
Planeview Area SS Improvements, Sewer Recon Phase 2 468-84838 (624101)	GROUP 2	\$244,873.50			
Planeview Addition	BID BOND				
	ADDENDA	1			
BID TOTAL		\$405,278.50			
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Planeview Consumer Water Service Line Replacements 448- 90575 (636267)	GROUP 1	\$160,405.00		\$152,617.00	
Planeview Area SS Improvements, Sewer Recon Phase 2 468-84838 (624101)	GROUP 2	\$244,873.50		\$180,183.00	
Planeview Addition	BID BOND				
	ADDENDA	1			
BID TOTAL		\$405,278.50		332,800.00	
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	Wichita Excavation
Planeview Consumer Water Service Line Replacements 448- 90575 (636267)	GROUP 1	\$160,405.00	\$45,102.50		\$75,950.00
Planeview Area SS Improvements, Sewer Recon Phase 2 468-84838 (624101)	GROUP 2	\$244,873.50	\$154,257.50		\$170,840.00
Planeview Addition	BID BOND				X
	ADDENDA	1			X
BID TOTAL		\$405,278.50	199,360.00		246,790.00

		Engineer's Construction Estimate			
Planeview Consumer Water Service Line Replacements 448- 90575 (636267)	GROUP 1	\$160,405.00			
Planeview Area SS Improvements, Sewer Recon Phase 2 468-84838 (624101)	GROUP 2	\$244,873.50			
Planeview Addition	BID BOND				
	ADDENDA	1			
BID TOTAL		\$405,278.50			

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
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PAVING BID TABULATION SUMMARY

BOARD OF BIDS - December 21, 2012

RQ#241195

FB#240209		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Comejo & Sons, LLC
2013 Utility Cut Repair of Streets, Driveways and Sidewalks		\$1,499,250.00			\$1,351,350.00
(within City of Wichita city limits)	BID BOND				
	ADDENDA	1			
472-85076 (132035/620591/636246/133116)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Lafarge North America
2013 Utility Cut Repair of Streets, Driveways and Sidewalks		\$1,499,250.00			
(within City of Wichita city limits)	BID BOND				
	ADDENDA	1			
472-85076 (132035/620591/636246/133116)					
		Engineer's Construction Estimate			
2013 Utility Cut Repair of Streets, Driveways and Sidewalks		\$1,499,250.00			
(within City of Wichita city limits)	BID BOND				
	ADDENDA	1			
472-85076 (132035/620591/636246/133116)					
		Engineer's Construction Estimate			
2013 Utility Cut Repair of Streets, Driveways and Sidewalks		\$1,499,250.00			
(within City of Wichita city limits)	BID BOND				
	ADDENDA	1			
472-85076 (132035/620591/636246/133116)					

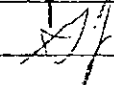
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PAVING BID TABULATION SUMMARY

BOARD OF BIDS - December 21, 2012

RQ#241196

FB#240208		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
21st St North Drive Approach Relocation		\$15,869.00		\$17,121.56	\$25,287.00
(north of 21st Street North, east of Webb)	BID BOND				
472-85061 (766285)	ADDENDA	0			
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Lafarge North America
21st St North Drive Approach Relocation		\$15,869.00		\$22,025.75	\$33,286.81
(north of 21st Street North, east of Webb)	BID BOND				
472-85061 (766285)	ADDENDA	0			
		Engineer's Construction Estimate	Vogts/Parga Construction	Wildcat Construction	Alan's Excavation
21st St North Drive Approach Relocation		\$15,869.00	\$16,179.85	\$21,191.00	\$31,783.00
(north of 21st Street North, east of Webb)	BID BOND		X		X
472-85061 (766285)	ADDENDA	0			
		Engineer's Construction Estimate	PPJ Construction	Pavers Inc.	
21st St North Drive Approach Relocation		\$15,869.00	\$15,356.00	\$25,341.42	
(north of 21st Street North, east of Webb)	BID BOND		X	X	
472-85061 (766285)	ADDENDA	0			

CHECKED BY: REVIEWED BY: 

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL JANUARY 8, 2013**

- a. Broadway Bridge Replacement at 34th Street South (Broadway Street at 34th Street South) (87N-0519-01/472-84965/715727/636266/249143/772074) See Special Provisions. (District III) - \$18,253,578.00
- b. 2012 Sanitary Sewer Rehabilitation Phase C (north of Harry, east of Seneca) (468-84853/620606/662020) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,VI) - \$305,000.00
- c. Riverside Area Sanitary Sewer Improvements, Phase 2 (north of Central, east of Meridian) (468-84839/624103/652021) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - \$750,000.00

PRELIMINARY ESTIMATE of the cost of:

Broadway Bridge Replacement at 34th Street South
(Broadway Street at 34th Street South)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

Lump Sum Items - Paving (715727)

1	Pavement Removed	12,128	sy
2	Excavation	31,519	cy
3	Excavation, Contr Furn'd	206,459	cy
4	Excavation, Waste	57,294	cy
5	Fill, Compacted (95% Density)	184,676	cy
6	AC Pavement 7" (5" Bit. Base)	14,868	sy
7	AC Pavement 6" (4" Bit. Base)	2,296	sy
8	Concrete Approach 12", Bridge	445	sy
9	Concrete Pavement (VG) 8" (Reinf.)	494	sy
10	Crushed Rock Base 8", Reinforced	16,845	sy
11	Crushed Rock Base 7", Reinforced	533	sy
12	Crushed Rock Base 6", Reinforced	3,508	sy
13	Concrete C & G, Type 1 (6" & 1-1/2")	5,788	lf
14	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	932	lf
15	Wheelchair Ramp w/ Detectable Warnings	4	ea
16	Bridge Approach Slab Footing	65	cy
17	Concrete Safety Barrier	147	lf
18	Precast Concrete Retaining Wall	8,161	sff
19	Wall Coping	706	lf
20	Concrete Masonry Coating	1	LS
21	Fence, Woven Wire	1,700	lf
22	Wire Cable Gate	1	ea
23	Fence, Special	732	lf
24	Fence, Chain Link, Temporary	1,244	lf
25	Chain Link Gate	2	ea
26	MH, Standard SS (4')(non-participating)	1	ea
27	MH Adjusted w/New Ring & Cover (non-participating)	4	ea
28	Valve Box Adjusted (non-participating)	1	ea
29	Meter Box Adjusted (non-participating)	8	ea
30	Fire Hydrant Relocation (non-participating)	1	ea
31	Mailbox Remove and Replace	6	ea
32	Inlet Removed	4	ea
33	MH Removed	1	ea
34	PVC Conduit 2"	2,808	lf
35	Light Pole Foundation & Base	19	ea
36	Transport of Salvaged Materials (Non-Participating)	1	LS

Lump Sum Items - Drainage (715727)

37	Stormwater Quality Separator	1	ea
38	Inlet, Curb (Type 2) (L=6'-4" W=3'-4")	27	ea
39	Inlet, Curb (Type 2) (L=6'-4" W=7") Front Special	2	ea
40	Inlet, Curb (Type 2) (L=6'-4" W=7") Back Special	2	ea
41	Inlet, Curb (Type 2) (L=6'-4" W=9") Back Special	3	ea
42	Inlet Hook-up	34	ea
43	Inlet, Grated Driveway, Double	1	ea
44	Inlet, Drop (Single)	2	ea
45	Inlet, Drop (Double)	2	ea
46	Inlet, Drop (Double-Double)	2	ea
47	MH, Standard SWS (5')	6	ea
48	MH, Standard SWS (6')	1	ea
49	Pipe, SWS 15" RCP	1,411	lf
50	Pipe, SWS 15"	134	lf
51	Pipe, SWS 18" RCP	1,354	lf
52	Pipe, SWS 18"	98	lf
53	Pipe, SWS 24" RCP	55	lf
54	Pipe, SWS 24"	898	lf
55	Pipe, SWS 30" RCP	52	lf
56	Pipe, SWS 30"	905	lf
57	Pipe, SWS 36"	821	lf
58	Headwall RC 30"	1	ea
59	Headwall RC 36"	1	ea
60	Concrete Gutter	386	lf
61	Grading, Ditch	2,316	lf
62	Rip-Rap, Light Stone	42	sy

Lump Sum Items - GRS Abutment (715727)		
63	Abutment Facing	6,108 sf
64	Concrete, Commercial Grade	35 cy
65	Reinforcing Steel, Grade 60	12,810 lbs
66	Structural Steel, Merchant Quality	115,912 lbs
67	GRS Performance Test	1 ea
68	Sheet Pile (SCZ 21)	7,283 sf
Lump Sum Items - Bridge (715727)		
69	Excavation, Class III	1,379 cy
70	Concrete, Grade 4.0 (AE)(SA)	1,194 cy
71	Concrete, Grade 4.0 (AE)	1,054 cy
72	Reinforcing Steel, Epoxy Coated, Grade 60	574,148 lbs
73	Structural Steel, AASHTO M270, Grade 50W T3	973,503 lbs
74	Structural Steel, AASHTO A709, Grade 50W T3	1,241,611 lbs
75	Structural Steel, AASHTO A709, Grade 50W	174,057 lbs
76	Cast Steel Pile Points	92 ea
77	Falsework Inspection	1 LS
78	Abutment Strip Drain	268 sy
79	Bridge Backwall Protection System	294 sy
80	Welded Stud Shear Connectors, 7/8"	18,270 ea
81	Bridge Handrail, Special	959 lf
82	Rip-Rap, Reinforced Concrete	1,429 sy
83	Bridge Plaque (Non-Participating)	1 ea
Lump Sum Items - Misc. (715727)		
84	Site Clearing	1 LS
85	Removal of Existing Structures	1 LS
86	Site Restoration	1 LS
87	Field Office & Laboratory (Type A)	1 ea
88	Mobilization	1 LS
89	Mobilization (DBE)	1 LS
90	Contractor Staking	1 LS
91	Compaction Testing	1 LS
Lump Sum Items - Landscaping (715727)		
92	Seeding	1 LS
93	Sodding	1 LS
94	Tree, Prairie Sentinel Hackberry, 2" Cal., B & B	170 ea
95	Shrub, Fragrant Sumac, 3 gal.	105 ea
96	Stone Gabion Column	44 ea
Lump Sum Items - Traffic (715727)		
97	Pavement Markings	1 LS
98	Signing, Except Street Name Signs	1 LS
99	Signing, Street Name Signs Only	1 LS
100	Traffic Control	1 LS
Measured Qty Items - Paving (715727)		
101	Sidewalk, Drive, &/or Pkg Lot Removed	3,734 sy
102	Concrete Driveway 8"	15,909 sf
103	Aggregate Surfacing, SA-1, 3"	3,725 sy
104	Aggregate Base, AB-3, 5"	3,725 sy
105	Concrete Sidewalk 4"	27,506 sf
106	Sidewalk Thickening	284 lf
107	Asphalt Hook-up	17 sy
108	Aggregate Hook-up	80 sy
109	Asphalt Millings	618 sy
110	Pipe Removed	746 lf
111	Fill, Sand (Flushed & Vibrated)	2,872 lf
112	Temp. Asphalt Pavement (SWS Patch)	454 sy
113	Temp. Aggregate Surface (SWS Patch)	55 sy
114	Temp. Aggregate Surface (SS Patch)	75 sy
Measured Qty Items - Drainage (715727)		
115	Pipe, SWS, PVC 4", Perforated	350 lf
Measured Qty Items - Bridge (715727)		
116	Steel Piles	7,004 lf
117	Contractor Furnished PDA	6 ea
Measured Qty Items - Erosion Control BMP (715727)		
118	BMP, Back of Curb Protection	5,195 lf
119	BMP, Curb Inlet Protection	34 ea
120	BMP, Drop Inlet Protection	6 ea
121	BMP, Silt Fence	6,841 lf
122	BMP, Ditch Check	16 ea
123	BMP, Construction Entrance	8 ea
Measured Qty Items - Landscaping (715727)		
124	Tree Removed, Large	122 ea
125	Tree Removed, Small	9 ea
126	Tree Row Removed	716 lf

Measured Qty Items - Traffic (715727)

127	Temp. Asphalt Pavement (6" nominal)	2,000	sy
128	Concrete Safety Barrier, Temporary	420	lf
129	Signing, Elec. Portable Message (each per day)	300	days

Measured Qty Items - Water (Non-Part.) (636266)

130	Pipe, WL 8"	382	lf
131	Pipe, DI CL 8"	12	lf
132	Pipe, WL 8" (Trenchless)	52	lf
133	Pipe, WL 12"	1,947	lf
134	Pipe, DI CL 12"	31	lf
135	Valve Assembly, Anchored 8"	2	ea
136	Valve Assembly, Anchored 12"	2	ea
137	Valve Assembly, Air Release	1	ea
138	Fire Hydrant Assembly	1	ea
139	Service Connection Replaced	1	ea
140	Service Line, Short 1"	1	ea
141	Cut and Cap 8"	1	ea
142	Cut and Cap 12"	4	ea
143	Pipe Removed	2,115	lf
144	Temp. Aggregate Surface (WL Patch)	207	sy

Construction Subtotal

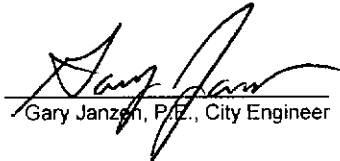
Right-of-Way (incl. Behnke Relocate)
Design Supplementals (2)
Engineering & Inspection
Geotech
Administration
UPRR - Easements (\$60k) & Flagger
Tap Fees - Water (636266)
Inspection - Water (636266)
Administration - Water (636266)
Publication

Total Estimated Cost

\$18,253,578.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.



Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

249143/772074 (715727/636266) 472-84965

Page _____

EXHIBIT _____

To be Bid:

December 14, 2012

PRELIMINARY ESTIMATE of the cost of:
2012 Sanitary Sewer Rehabilitation Phase C
(north of Harry, east of Seneca)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Pipe, Cured-in-Place, 8" (Site 1)	650	If
2	Pipe, Cured-in-Place, 8" (Site 2)	888	If
3	Pipe, Cured-in-Place, 8" (Site 3)	667	If
4	Pipe, Cured-in-Place, 8" (Site 4)	413	If
5	Pipe, Cured-in-Place, 8" (Site 5)	878	If
6	Pipe, Cured-in-Place, 8" (Site 6)	627	If
7	Pipe, Cured-in-Place, 8" (Site 7)	487	If
8	Pipe, Cured-in-Place, 8" (Site 8)	669	If
9	Pipe, Cured-in-Place, 8" (Site 9)	456	If
10	Pipe, Cured-in-Place, 8" (Site 10)	324	If
11	Pipe, Cured-in-Place, 8" (Site 11)	585	If
12	Pipe, Cured-in-Place, 8" (Site 12)	719	If
13	Pipe, Cured-in-Place, 8" (Site 13)	669	If
14	Pipe, Cured-in-Place, 8" (Site 14)	430	If
15	Pipe, Cured-in-Place, 8" (Site 15)	131	If
16	Pipe, Cured-in-Place, 12" (Site 16)	336	If
17	Pipe, Cured-in-Place, 8" (Site 17)	628	If
18	Pipe, Cured-in-Place, 8" (Site 18)	239	If
19	Pipe, Cured-in-Place, 8" (Site 19)	941	If
20	Site Preparation	1	LS
21	Site Restoration	1	LS

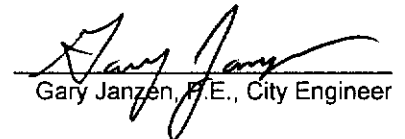
Construction Subtotal

Engineering & Inspection
Administration
Publication

Total Estimated Cost**\$305,000.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

662020 (620606) 468-84853

Page _____

EXHIBIT

To be Bid:

December 14, 2012

PRELIMINARY ESTIMATE of the cost of:

Riverside Area Sanitary Sewer Improvements, Phase 2
(north of Central, east of Meridian)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Pipe, SS 8"	1,516	lf
2	Pipe Removed, 8"	1,516	lf
3	MH Frame & Cover, Replaced	3	ea
4	MH, Shallow SS (4')	3	ea
5	MH, Standard SS (4')	4	ea
6	MH Removed	7	ea
7	Fill, Sand (flushed & vibrated)	60	lf
8	Pavement Rem & Repl (incl gutter)	32	lf
9	Concrete Approach Rem & Repl	28	lf
10	Site Clearing	1	LS
11	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS

12	Service Connection Replaced (4")	56	ea
13	Service Connection Replaced (6")	1	ea
14	BMP, Silt Fence	40	lf
15	BMP, Curb Inlet Protection	2	ea

Construction Subtotal

Engineering & Inspection
Administration
Publication
Phase 1 Reconstruction
Future Phase(CIPP)

Total Estimated Cost\$750,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

652021 (624103) 468-84839

Page _____

EXHIBIT _____

City of Wichita
City Council Meeting
January 8, 2013

TO: Mayor and City Council

SUBJECT: Petition for Storm Water Drain No. 381 to Serve Remington Place Addition
(south of 21st Street North, east of Webb Road) (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the new petition and amending resolution.

Background: On June 19, 2012, the City Council approved a petition and resolution for Storm Water Drain No. 381 in Remington Place Addition. The developer has submitted a new petition, with an increased budget, to change the scope of services. The signatures on the new petition represent 100% of the improvement district.

Analysis: The project will provide storm water drainage required for a new commercial development located south of 21st Street North and east of Webb Road.

Financial Considerations: The existing petition totals \$411,000. The new petition totals \$495,000. The funding source is special assessments.

Legal Considerations: The petition and amending resolution have been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the new petition, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Map, CIP sheet, petition, and amending resolution.

CAPITAL IMPROVEMENT																			
PROJECT AUTHORIZATION																			
CITY OF WICHITA																			
		USE: To Initiate Project <input type="checkbox"/> To Revise Project <input checked="" type="checkbox"/>		1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.															
1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location																
Public Works & Utilities	Eng & Arc	12/6/2012	Storm Water Drain in Remington Place Addition																
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date																
NL-		2012																	
9. Estimated Start Date As Required	10. Estimated Completion Date As Required		11. Project Revised																
12. Project Cost Estimate				12A. <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th></th> <th style="text-align: center;">Yes</th> <th style="text-align: center;">No</th> </tr> </thead> <tbody> <tr> <td>Platting Required</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Lot Split</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Petition</td> <td style="text-align: center;">X</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Ordered by WCC</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>		Yes	No	Platting Required	<input type="checkbox"/>	<input type="checkbox"/>	Lot Split	<input type="checkbox"/>	<input type="checkbox"/>	Petition	X	<input type="checkbox"/>	Ordered by WCC	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No																	
Platting Required	<input type="checkbox"/>	<input type="checkbox"/>																	
Lot Split	<input type="checkbox"/>	<input type="checkbox"/>																	
Petition	X	<input type="checkbox"/>																	
Ordered by WCC	<input type="checkbox"/>	<input type="checkbox"/>																	
ITEM	GO	SA	Other		TOTAL														
Right of Way																			
Paving, grading & const.																			
Bridge & Dam																			
Drainage		\$495,000			\$495,000														
Storm Water Sewer																			
Sidewalk																			
Water																			
Traffic Signals & Turn Lanes																			
Totals		\$495,000		\$495,000															
Total CIP Amount Budgeted																			
Total Prelim. Estimate																			
13. Recommendation: Approve the petition and adopt the resolution.																			
Division Head		Department Head		Budget Officer															
				Date															
				Date															

First Published in the Wichita Eagle on January 11, 2013

RESOLUTION NO. 13-000

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 381 (SOUTH OF 21ST, EAST OF WEBB) 468-84787** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 381 (SOUTH OF 21ST, EAST OF WEBB) 468-84787** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **11-253** adopted on **October 25, 2011** and Resolution No. **12-165** adopted on **June 19, 2012** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Storm Water Drain No. 381 (south of 21st, east of Webb) 468-84787**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Four Hundred Ninety-Five Thousand Dollars (\$495,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2012**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

REMINGTON PLACE ADDITION

Lot 1, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block 1; REMINGTON PLACE ADDITION shall pay 100% of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 8th day of January 2013.

CARL BREWER, MAYOR

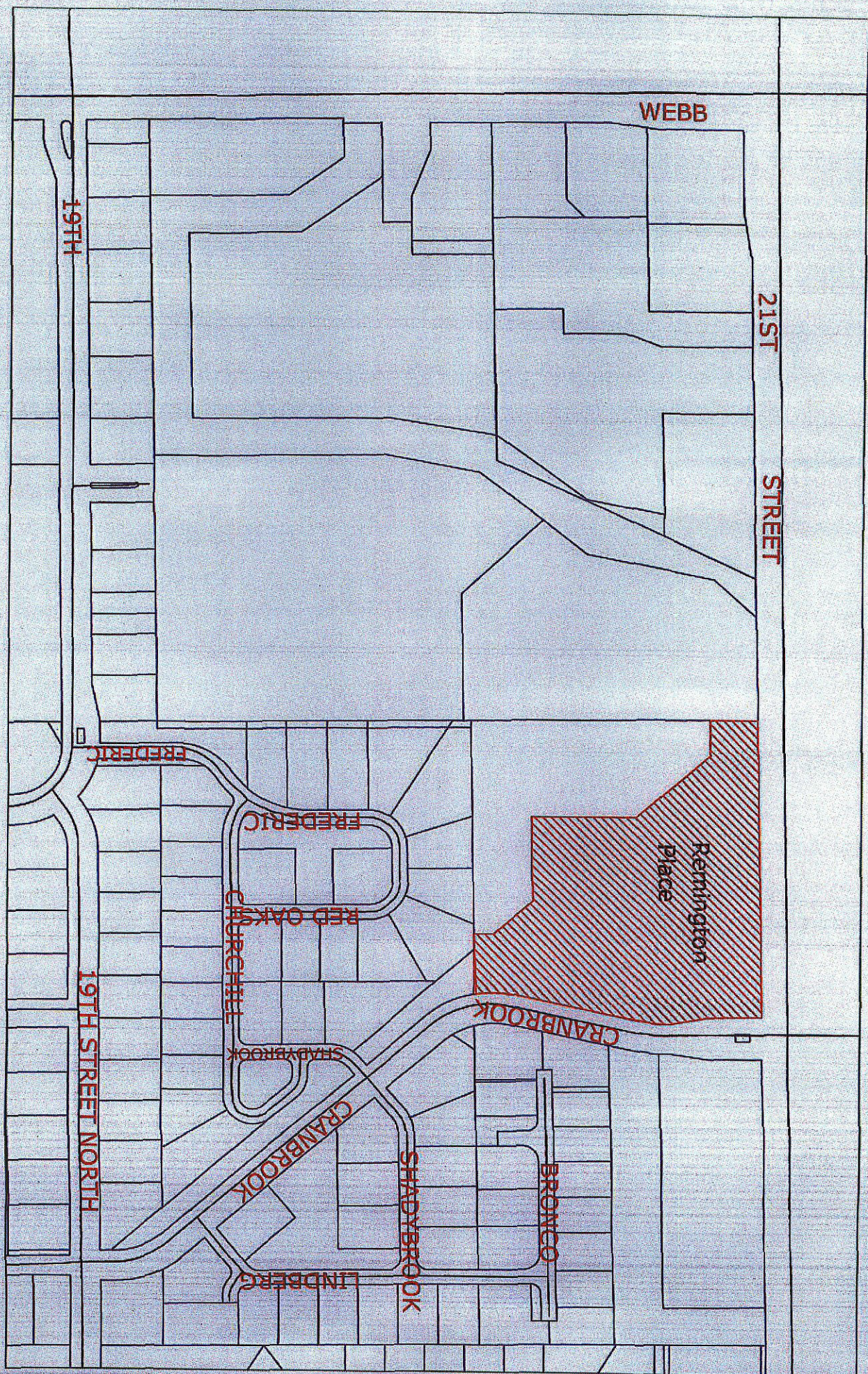
ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW



RECEIVED

NOV 13 '12

CITY CLERK OFFICE

DRAINAGE PETITION

To the Mayor and City Council
Wichita, Kansas

SWD #381

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

REMINGTON PLACE ADDITION
LOT 1, BLOCK 1;

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- Revises 468-84787
- (a) That there be constructed drainage improvements to modify existing pond to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. That there be constructed a relocation of existing Coffeyville Reserves Transmission Pipeline to include all associated fees.
 - (b) That the estimated and probable cost of the foregoing improvements is Four Hundred Ninety Five Thousand Dollars (\$495,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after November 1, 2012.
 - (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lot1, Block 1; Remington Place Addition shall pay 100% of the total cost payable by the improvement district.

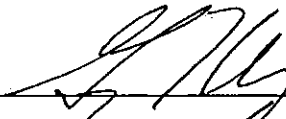
In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
TH PT LOT 1 BEG NE COR THE W 125 FT TH S 240 FT TH E 55 FT TH SELY 78.11 FT TO E LI TH N ALG CUR 59 FT TH N 6.25 FT TH NW 81.05 FT TH N 110 FT TO BEG BLOCK 1;	21 WEBB, LLC	

By: _____



Gary Oborny, Managing Member

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

REMINGTON PLACE ADDITION

21 WEBB, LLC

LOT 1 EXC TH PT BEG NE COR TH W 125
FT TH S 240 FT TH E 55 FT TH SELY 78.11
FT TO E LI N ALG CUR 59 FT TH N 6.25 FT
TH SW 81.05 FT TH N 110 FT TO BEG
BLOCK 1.

By: _____

Gary Oborny, Managing Member

**REMINGTON PLACE ADDITION
DRAINAGE & PIPELINE PETITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
Excavation	6500	CY	\$ 11.00		\$ 71,500.00
Compacted Fill	6500	CY	\$ 9.00		\$ 58,500.00
Manholes	1	EA	\$ 3,000.00		\$ 3,000.00
Manhole Removal	1	EA	\$ 2,500.00		\$ 2,500.00
24" SWS Modification	1	LS	\$ 7,500.00		\$ 7,500.00
SWS Extention (South Side)	1	LS	\$ 5,000.00		\$ 5,000.00
SWS Extension (South East)	1	LS	\$ 5,000.00		\$ 5,000.00
Clearing and Restoration	1	LS	\$ 3,100.00		\$ 3,100.00
Seeding	1	LS	\$ 3,100.00		\$ 3,100.00
BMP	1	LS	\$ 3,500.00		\$ 3,500.00
Pipeline Relocation	1	LS	\$ 252,000.00		\$ 252,000.00
				Contingencies	\$ 35,000.00
				Construction Total	\$ 449,700.00
				35% Engineering, Administration, Etc.	\$ 44,940.00
				TOTAL	\$ 494,640.00

For Petition Use \$495,000.00

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company



Authorized Signature

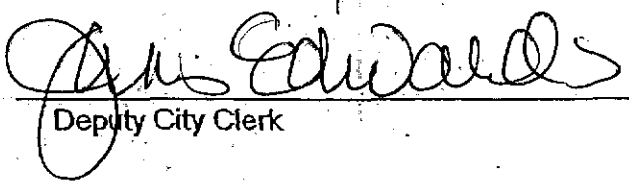
411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 13 day of November 2012.





Deputy City Clerk

City of Wichita
City Council Meeting
January 8, 2013

TO: Mayor and City Council

SUBJECT: Exhibit One to Westar Agreement for Electric Service (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Exhibit One to the March 31, 2011 Agreement for Electric Service with Kansas Gas and Electric Company (dba Westar) for the City of Wichita's Equus Beds Well Field.

Background: To insure the highest level of electric service reliability, The Water Utility has owned, operated and maintained an overhead power line system associated with the City's raw water supply wells located in the Equus Beds since the early 1950s. The City currently purchases the power to run its existing infrastructure from Westar. Prior to construction of Phase II of the Aquifer Storage and Recovery Project (ASR), the Equus Beds Well Field (EBWF) was served by Westar at two metering points.

Phase II of the ASR Project included a 30 million gallons per day (MGD) Water Treatment Plant and 60 MGD Intake Structure, both lying within Westar's service territory. Westar's current infrastructure was not equipped to provide the power required to run the processes at these facilities and was upgraded to include a new substation fed by a 138 kV transmission line. The new substation is capable of supplying power to the Phase II facilities as well as the EBWF and Phase I facilities and is used as the main source of supply.

Prior to the construction of the new substation, the City requested that Westar keep the existing metering points active so that in an emergency situation or any power outage at the new substation, the City could continue to provide water from the EBWF. Westar agreed to reserve capacity at the existing meters for the City and has provided an agreement for 1,000 kW of reserve capacity. This capacity is sufficient to operate the wells required to provide water to the Water Treatment Plant and to provide service to the Well Field Maintenance Facility, but not to operate ASR facilities.

Analysis: Exhibit One ensures that Westar will reserve power sufficient to supply the City with the electric energy required to operate the Municipal Supply Wells and Well Field Maintenance Facility in the event that electricity cannot be provided to or by the City's substation.

Financial Considerations: The cost of 1,000 kW of reserve capacity is \$488 per month, plus applicable taxes and surcharges. Funding for this is available in the Production and Pumping Operations Budget.

Legal Considerations: The Law Department has reviewed and approved Exhibit One as to form.

Recommendations/Actions: It is recommended that the City Council approve Exhibit One and authorize the necessary signatures.

Attachments: Exhibit One.

KANSAS GAS AND ELECTRIC COMPANY
dba WESTAR ENERGY, INC.
EXHIBIT ONE TO AGREEMENT FOR ELECTRIC SERVICE

This Exhibit One is attached to and incorporated in the Agreement for Electric Service, dated March 31, 2011 between KANSAS GAS AND ELECTRIC COMPANY dba WESTAR ENERGY, INC., hereinafter referred to as "Company" and CITY OF WICHITA, hereinafter referred to as "Customer", located at 11501 N 119th St. W, WWU, Sedgwick, KS 67135, and specifies the following special conditions for service:

1. **Company agrees to supply 1,000 kW of reserve capacity, and Customer agrees to pay \$488.00 per month, plus applicable taxes and surcharges, for said reserve capacity. payment to begin upon completion of installation of reserve capacity.**

IN WITNESS WHEREOF, the parties hereto have executed this Exhibit.

CITY OF WICHITA

KANSAS GAS AND ELECTRIC COMPANY
dba WESTAR ENERGY, INC.

By:_____

By:_____

TITLE:_____

TITLE:_____

DATE:_____

DATE:_____

Approved as to Form:

By:_____

FOR COMPANY USE ONLY

Account# 4136127461

City of Wichita
City Council Meeting
January 8, 2013

TO: Mayor and City Council

SUBJECT: Equus Beds Funding Addendum No. 4 with Kansas Water Office
(All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Addendum No. 4 with the Kansas Water Office to process State funding for the Equus Beds Aquifer Recharge and Recovery (ASR) Project.

Background: On October 3, 2000, the City Council authorized projects to begin the development of new water supplies for the City. On July 10, 2007, the City Council approved and instructed staff to proceed with the projects necessary for Phase II of the Equus Beds ASR project. In 2008 and subsequent years, the City Council established a state legislative priority of obtaining state funding for the ASR project. In response to the City's request, the following state funding has been awarded:

2008 Legislature:	\$1,000,000
2009 Legislature:	\$300,000
2010 Legislature:	\$565,531
2011 Legislature:	\$657,459
2012 Legislature:	<u>\$500,000</u>
Total	\$3,022,990

Analysis: State legislative funding of the Equus Beds ASR project was initiated in 2008 with expectation that future funding would be considered for the duration of Phase II of the project, an estimated seven years. Administration of that funding is handled through the Kansas Water Office. To facilitate the transfer of funds from the State of Kansas to the City, a Memorandum of Understanding (MOU) has been prepared between the City and the Water Office. The memorandum was initiated the first year of the grant award, and has been updated by addendum in subsequent years. The MOU describes which parts of the project are eligible for funding, and how the City will invoice the Kansas Water Office for those expenditures. It will remain in effect as long as state funding is available, including funds currently allocated and any future allocations.

Financial Consideration: The State has currently appropriated \$3,022,990 towards the project. The State's contribution for 2013 will be \$500,000 bringing the total contribution to \$3,522,990. The State's contribution acknowledges the impact of the Equus Beds ASR project beyond the City of Wichita. Funding for this project has already been approved in the new water supply development fund (W-549).

Legal Considerations: The Law Department has reviewed and approved Addendum No. 4 as to form.

Recommendations/Actions: It is recommended that the City Council approve Addendum No. 4 and authorize the necessary signatures.

Attachments: Addendum No. 4.

**Addendum Number Four
to the
Grant Agreement
Kansas State Water Plan Funding of
Equus Beds Aquifer Storage and Recovery Project(s)
in the Lower Arkansas River Basin
KWO number 09-0111**

This Addendum Number Four to the Original Grant Agreement for Kansas State Water Plan Funding of the Equus Beds Aquifer Storage and Recovery Projects(s) in the Lower Arkansas Basin (herein after "Addendum") adds additional State Water Plan Fund financial support for Fiscal Year 2013 to the original agreement between the Kansas Water Office (hereinafter "KWO,") and the City of Wichita, Kansas, as originally executed on March 10, 2009 and March 19, 2009 by and between the parties.

A. The parties agree to the following addition to Paragraph III in the original agreement entitled "PAYMENTS:

The parties mutually agree that Paragraph III is modified by adding the following additional funding from the State of Kansas, through the State Water Plan, for the State of Kansas Fiscal Year 2013 in an amount not to exceed Five Hundred Thousand and No/100 dollars (\$500,000.00) in United States currency, for implementing or furthering the project(s) discussed in the original agreement between the parties.

B. The parties further agree that no other amendments, changes, modifications or alterations of the original agreement are made or contemplated by the execution of this Addendum

In agreement to the terms of this Addendum Number Four, we set our hand herein, on this ____ day of December, 2012, under the authority and power granted to us by virtue of our position or office.

For the Kansas Water Office

For the City of Wichita

Tracy Streeter
Director

Carl Brewer
Mayor

Attest

Karen Sublett
City Clerk

Space intentionally left blank

City of Wichita
City Council Meeting
January 8, 2013

TO: Mayor and City Council

SUBJECT: Agreement for Design Services for Paving Parkdale Circle in Newmarket Office
2nd Addition (north of 29th Street North, west of Maize) (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On April 26, 2011, the City Council approved a petition for paving improvements in Newmarket Office 2nd Addition.

Analysis: The proposed agreement between the City and Professional Engineering Consultants, Inc. (PEC) provides for the design of the improvements. In accordance with Administrative Regulation 1.10, staff recommends that PEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to PEC will be on a lump sum basis of \$44,000 and will be paid by special assessments.

Legal Considerations: The agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

NEWMARKET OFFICE 2ND ADDITION

THIS AGREEMENT, made this _____ day of _____, 2012, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the City intends to construct;

PARKDALE CIRCLE from 29th Street North to the south line of Reserve "D" to serve Lot 1, Block 1; Lot 2, Block 1; Lot 5, Block 1; Newmarket Office 2nd Addition (north of 29th Street North, west of Maize Road) (Project No. 472-84990).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Newmarket Office 2nd Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472-84990

\$44,000.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

(Name & Title)
Gregory J. Allison, P.E., Vice President

ATTEST:

SCOPE OF SERVICES
Parkdale Circle to serve Newmarket Office 2nd Addition
(north of 29th Street North, west of Maize)
(Project No. 472-84990)

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per **Attachment No. 1.**

In connection with the services to be provided, the ENGINEER shall:

A. **PHASE I – PLAN DEVELOPMENT**

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. **Field Surveys.** Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. **Storm Water Pollution Prevention.** On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per **Attachment No. 1.**
3. **Soils and Foundation Investigations.** The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. **Review Preliminary Design Concepts.** Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. **Drainage Study.** When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. **Plans & Specifications.** Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. **Property Acquisition.** Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way ease-

ments. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

8. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** The ENGINEER shall include a conflict list for each utility, also posed to the FTP site. **Attachment No. 2 is a utility verification form that shall be completed and submitted by the Engineer as compiled from the utilities at each milestone date and as directed by the City.** ENGINEER shall meet with utility company representatives to review plans and utility verification forms; information will be compiled into a summary report, and maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities. ENGINEER shall coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify of plans conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
9. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes.
10. Shop Drawings. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. Public Meetings. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. New Right-of Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**
14. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inaction of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
 - (a) Field check plans of the PROJECT for distribution to utilities by 11/16/12.
 - (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related PROJECT documents by 12/19/12.

Attachment No. 1 to Exhibit “A” – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Storm Water Division
455 N. Main 8th Floor
Wichita, KS 67202

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Attachment No. 2 to Exhibit "A" – Scope of Services

Project Name

Utility Location Verification Non-CIP Project

Projected Bid Date:

UTILITY: _____ **Checked by** _____ **on** _____

Utility Location:

- ☐ None in Project Limits ☐ In Project Limits, No Relocation Necessary
☐ Utility will need to relocate ☐ Other (please describe)

Briefly Describe Type and Location of Facilities within Project:

Estimate Time for Relocation: ☐ < 3 months ☐ 3-6 months ☐ 6-9 months ☐ > 9 months

Weather Sensitive: ☐ Yes ☐ No If yes, please explain: _____

Utility Plan Review:

- ☐ Correct as Shown ☐ Corrections needed ☐ Attachments provided for Consultant

Corrections necessary on plan sheets:

Additional Information requested from Consultant: _____

Please email this form on or before **to:**

If relocation is necessary:

Estimated clear date: _____

Completed by _____ **(utility representative) on** _____ **(date)**

Upon completion of relocation:

Relocation complete on: _____

Completed by _____ **(utility representative) on** _____ **(date)**

**City of Wichita
City Council Meeting
January 8, 2013**

TO: Mayor and City Council

SUBJECT: Change Order No. 2 – Multi-Use Path along the Arkansas River from Garvey Park to Planeview Park (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: On September 14, 2010, the City Council approved the construction of a multi-use path along the Arkansas River from Garvey Park to Planeview Park, which is south of 31st Street South and east of Oliver. On September 4, 2012, Change Order No. 1, in the amount of \$8,300, was processed to lower the lid on a storm sewer vault, making it possible to construct the multi-use path over the top of the vault.

Analysis: The intersection of K-15 and MacArthur is not in compliance with current Americans with Disabilities Act (ADA) standards, which have changed since the project design first began. To make the intersection ADA compliant, it is proposed that the following changes be made: a pedestrian push-button pole be added to the northeast and southeast corners; the grade of the existing sidewalk on the southeast corner be lowered; the existing traffic signal service box on the southwest corner be raised; 12 feet of guard rail be added along the southwest corner of the path; and 12-foot flumes and rip rap be added to two stations along the path to improve drainage. A change order has been prepared to authorize the additional work.

Financial Considerations: The cost of the additional work is \$38,998, bringing the total contract amount to \$1,381,834. This change order plus previous change orders totals \$47,297, which is 3.54% of the original contract amount and is within the 25% limit set by City Council policy. Funding is available within the existing, approved budget of \$2,200,000.

Legal Considerations: The Law Department has approved Change Order No. 2 as to form.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 2 and authorize the necessary signatures.

Attachments: Change Order No. 2.

**To:** Barkley Construction Co.**Project:** Multi-Use Path along the Arkansas River
from Garvey Park to Planeview Park (south of 31st
Street South, east of Oliver)**Change Order No.:** 2**Project No.:** 87TE-0282-01/472-84932**Purchase Order No.:** 240267**OCA No.:** 707030**CHARGE TO OCA No.:** 707030**PPN:** 210495**Please perform the following extra work at a cost not to exceed: \$38,997.93**

Additional Work: The intersection of K15/MacArthur needs major modification to meet ADA compliance. A pedestrian push button pole needs added to the NE and SE corners. Existing sidewalk on the SE corner needs adjusted. The SW corner needs the existing traffic signal service box adjusted. Also on the SW corner, 12' of guard rail needs added next to the bike path, constructed on top of a 24"-30" concrete wall. Add 25' and 12' concrete flume and rip rap to stations 25+50 and station 26+90.

Reason for Additional Work:

Item #1 – Modifications need to be made in order to meet ADA compliance according to our ADA coordinator.

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>		<u>Unit Price</u>	<u>Extension</u>
Charge to OCA (707030) - ADD					
K-15/MacArthur Modification	Negot'd	1	LS @	16,703.00	\$16,703.00

Item #2 – The flume designed for the area does not meet the required drainage needed in the area. The proposed 17' flume will be deleted and a 12' flume will replace it. Rip rap will be installed at the end of the flume. A 25' flume will also be added in the area, rip rap will be installed to prevent erosion. A total of 20 SY of rip rap will be installed for the two flumes.

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>		<u>Unit Price</u>	<u>Extension</u>
Charge to OCA (707030) - ADD					
Concrete Flumes	Negot'd	1	LS @	2,965.00	\$2,965.00

Item #3 – The flume designed for the area does not meet the required drainage needed in the area. The existing flume will be removed and a 12' flume will be added in its place along with a 25' flume also added in the area. Rip rap will be installed to prevent erosion.

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>		<u>Unit Price</u>	<u>Extension</u>
Charge to OCA (707030) - DELETE					
Concrete Flume 2' Wide	Bid	17	lf @	16.00	(\$272.00)

Item #4 – An existing bike trailhead with benches had already been installed when this project started. The trailhead called out in the plans at station 1+00 is not needed.

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>		<u>Unit Price</u>	<u>Extension</u>
Charge to OCA (707030) - DELETE					
Bike Trailhead	Bid	1	ea @	5,400.00	(\$5,400.00)

Item #5-12 – Adjust GROUP 1 MEASURED QUANTITY BID ITEMS – General and Paving per final field measure.

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>		<u>Unit Price</u>	<u>Extension</u>
Charge to OCA (707030) - OVERRUN					
57: Remove Conc Pavement	Bid	112.20	sy @	4.50	\$504.90
Charge to OCA (707030) - UNDERRUN					
58: Remove Conc Sidewalk	Bid	13.60	sy @	4.50	(\$61.20)
Charge to OCA (707030) - OVERRUN					

59: Remove 6" Comb. Curb and Gutter	Bid	325.60	lf	@	1.25	\$407.00
Charge to OCA (707030) - OVERRUN						
60: Remove Asphalt Bike Path	Bid	53.2	sy	@	4.50	239.40
Charge to OCA (707030) - OVERRUN						
62: Thickened Edge Concrete	Bid	172	lf	@	3.35	576.20
Charge to OCA (707030) - OVERRUN						
63: Reinf Concrete Pavement (8")	Bid	23.20	sy	@	59.00	1,368.80
Charge to OCA (707030) - UNDERRUN						
64: Light Stone Rip-rap	Bid	8	sy	@	55.00	(\$440.00)
Charge to OCA (707030) - DELETE						
65: Remove Crushed Concrete Blocks	Bid	675	sy	@	4.00	(\$2,700.00)

Item #13-19 – Adjust GROUP 1 MEASURED QUANTITY BID ITEMS – Landscape and Erosion
Control per final field measure.

Item	Negot'd/Bid	Qty			Unit Price	Extension
Charge to OCA (707030) - OVERRUN						
66: Large Trees Removed	Bid	19	ea	@	750.00	\$14,250.00
Charge to OCA (707030) - OVERRUN						
67: Small Trees Removed	Bid	49	ea	@	150.00	\$7,350.00
Charge to OCA (707030) - DELETE						
68: BMP, Ditch Check, Hay Bale	Bid	7	ea	@	86.40	(\$604.80)
Charge to OCA (707030) - UNDERRUN						
69: BMP, Ditch Check, Silt Fence	Bid	23	ea	@	86.40	(\$1,987.20)
Charge to OCA (707030) - OVERRUN						
70: BMP, Double Net S-C Blanket	Bid	12,872.50	sy	@	1.25	\$16,090.63
Charge to OCA (707030) - UNDERRUN						
71: BMP, Inlet Protection	Bid	10	ea	@	59.40	(\$594.00)
Charge to OCA (707030) - UNDERRUN						
72: BMP, Silt Fence	Bid	10,442.00	lf	@	0.90	(\$9,397.80)

Total = \$38,997.93

CIP Budget Amount: \$2,200,000.00	Original Contract Amt.: \$1,334,535.80
Consultant: PEC	Current CO Amt.: \$38,997.93
Total Exp. & Encum. To Date: \$1,655,122.54	Amt. of Previous CO's: \$8,300.00
CO Amount: \$38,997.93	Total of All CO's: \$47,297.93
Unencum. Bal. After CO: \$505,879.53	% of Orig. Contract / 25% Max.: 3.54%
	Adjusted Contract Amt.: \$1,381,833.73

Recommended By: Justin Westhoff

Approved:

Greg Baalman, P.E.
Construction Engineer

Date

Gary Janzen, P.E.
City Engineer

Date

Approved:

Approved as to Form:

Contractor

Date

Gary Rebenstorf
Director of Law

Date

By Order of the City Council:

Carl Brewer
Mayor

Date

Attest: _____
City Clerk

**City of Wichita
City Council Meeting
January 8, 2013**

TO: Mayor and City Council

SUBJECT: Change Order No. 2 – Sanitary Sewer No. 23 Interceptor Relocation along I-135 Phase II (District I and III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: On August 5, 2008, the City Council approved the relocation and construction of Sanitary Sewer No. 23 Interceptor along I-135 from English to Pawnee, which is south of Central and east of Hydraulic. On July 18, 2011, the City Council approved Change Order No. 1, in the amount of \$31,050, in order to construct 235 lineal feet of water line and reset 40 feet of sanitary sewer line.

Analysis: Additional work required includes the following: replacement of two water mains and a shallow water line broken during construction and temporarily moving power lines, which are powering the street lights on I-135, to allow pipe installation. The location of the waterlines was not as shown on City records and the presence of the underground power lines was not provided by the Kansas Department of Transportation prior to bidding. A change order has been prepared to authorize the additional work.

Financial Considerations: The cost of the additional work is \$59,920, bringing the total contract amount to \$7,781,470. This change order plus previous change orders totals \$90,970, which is 1.18% of the original contract amount and is within the 25% limit set by City Council policy. Funding is available within the existing, approved budget of \$16,740,000.

Legal Considerations: The Law Department has approved Change Order No. 2 as to form.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 2 and authorize the necessary signatures.

Attachments: Change Order No. 2.



PUBLIC WORKS-ENGINEERING

December 11, 2012
CHANGE ORDER

To: SJ Louis Construction, Inc.

Project: Sanitary Sewer #23 Relocation along I-135
Phase 2 (south of Central, east of Hydraulic)

Change Order No.: 2

Project No.: 468-84375

Purchase Order No.: 030711

OCA No.: 624087/636235

CHARGE TO OCA No.: 624087

PPN: 655534/770623

Please perform the following extra work at a cost not to exceed: \$59,919.90

Additional Work: #1) Move power lines feeding the I-135 lights. Contractor will hang them over-head from the bridge, and then re-install them back to the original location once pipe is in the ground. #2) Contractor installed 150' of 12" PVC Storm Drain Line to an existing inlet at Station 99+40. #3) Additional excavation around a 2" WL not shown on the plans. #4) Contractor had to do additional exploratory work and clean out mud/water from the installed pipe and trenches. #5) The City of Wichita requested some exploratory work from SJ Louis on a failing SS structure. #6) A shallow WL was pierced by a rock and needed repaired. The WL also flooded out the contractor. #7) Contractor was delayed by the City of Wichita Water Department for 2 days and the contractor's equipment was shut down. #8) An old 8" gas main was not shown on the plans. Due to safety issues, the contractor shut down until we could have someone identify the line. Additional excavation was required around the gas main. #9) Contractor replaced 60' of 12" water main that had broken while installing the 42" SS Pipe. #10) Existing pavement on Gilbert Street needed sections removed in order for positive drainage.

Reason for Additional Work:

Item #1 – The lines are owned by KDOT and are not part of the utility locate program. The lines never made it to the plans because KDOT never marked them. The lines need relocated in order to install the siphon structure at station 7+31.4.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (624087) - ADD				
Relocate I-135 Power Lines	Negot'd	1 LS @	12,013.60 =	\$12,013.60

Item #2 – The inlet at the NW corner of Madison and George Washington Boulevard was not draining properly. Contractor installed 150' of SWS line from this inlet to the 72" Storm Sewer Box in the area.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (624087) - ADD				
12" Storm Sewer Pipe	Negot'd	1 LS @	8,478.73 =	\$8,478.73

Item #3 – A 2" WL was not shown on the plans at Station 85+76 and additional excavation was needed to get the 48" SS pipe under the WL.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (624087) - ADD				
2" WL conflict	Negot'd	1 LS @	2,560.65 =	\$2,560.65

Item #4 – A mismarked Water Main blew apart and flooded out the contractor at Station 92+80. Pipe that was already installed had to be cleaned out and the contractor was delayed.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (624087) - ADD				
Mismarked Water Main Damage	Negot'd	1 LS @	10,040.73 =	\$10,040.73

Item #5 – A failing SS structure on the South side of Pawnee and east of the ramp needed some exploratory work performed. Hydro-excavation was performed by the contractor in order for us to see

what was going on with the failing structure. The City requested this work by SJ Louis because it is related to the project and we had intended on doing a Change Order to repair the structure.

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
Charge to OCA (624087) - ADD				
SS Structured Exploratory Work	Negot'd	1 LS @	3,264.03 =	\$3,264.03

Item #6 – A 6” WL was just below the bottom of pavement at Station 99+40. Nobody anticipated on the WL being there because City of Wichita Specifications has 6” waterlines at 42” deep.

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
Charge to OCA (624087) - ADD				
Repair 6” Ductile Iron WL	Negot'd	1 LS @	1,086.56 =	\$1,086.56

Item #7 – The Water Department was busy during the middle of the summer and could not repair a water line break at Station 93+17 for a few days. This delay caused the contractor to shut down that part of the operation and was on standby time.

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
Charge to OCA (624087) - ADD				
Standby Time	Negot'd	1 LS @	946.14 =	\$946.14

Item #8 – The gas main was not shown on the plans and for safety reasons, the contractor shut down until it could be identified. The main was never identified by anyone and so the contractor carefully excavated around it and then realized it was abandoned.

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
Charge to OCA (624087) - OVERRUN				
8” Gas Main	Negot'd	1 LS @	2,976.99 =	\$2,976.99

Item #9 – While installing the 42” SS Pipe at Station 111+90, the existing 12” transite water main blew apart. This flooded the trench. Part of the line was cast into an existing 72” box, so 60’ had to be re-laid in order to fix the water line. Contractor was also asked to temporarily installed caps to keep the residents with water. Which then blew apart due to the old transite line and new temporary caps were installed again. New thrust blocks were poured and the new line was installed over the 72” box.

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
Charge to OCA (624087) - ADD				
12” WL Repair	Negot'd	1 LS @	17,434.55 =	\$17,434.55

Item #10 – Contractor saw cut, removed and replaced pavement and curb & gutter to correct drainage on the Gilbert Street at Station 104+00.

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
Charge to OCA (624087) - DELETE				
Existing Street Repair	Negot'd	1 LS @	1,117.92 =	\$1,117.92

Total = \$59,919.90

CIP Budget Amount: \$16,540,000.00 (624087)
 \$ 200,000.00 (636235)
 Consultant: PEC
Total Exp. & Encum. To Date: \$11,363,085.60
CO Amount: \$59,919.90
Unencum. Bal. After CO: \$5,116,994.50

Original Contract Amt.: \$7,690,500.00
 Current CO Amt.: \$59,919.90
Amt. of Previous CO's: \$31,049.96
Total of All CO's: \$90,969.86
% of Orig. Contract / 25% Max.: 1.18%
Adjusted Contract Amt.: \$7,781,469.86

Recommended By: Justin Westhoff

Approved:

Greg Baalman, P.E.

Date

Gary Janzen, P.E.

Date

Construction Engineer

City Engineer

Approved:

Contractor Date

Approved as to Form:

Gary Rebenstorf Date
Director of Law

By Order of the City Council:

Carl Brewer Date
Mayor

Attest: _____
City Clerk

**City of Wichita
City Council Meeting
January 8, 2013**

TO: Mayor and City Council

SUBJECT: Change Order No. 9- Improvements to 135th Street West from 13th Street North to 21st Street North (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Change Order No. 9

Background: The 2011-2020 Capital Improvement Program (CIP) adopted by the City Council includes funding for improvements to 135th Street West from 13th Street North to 21st Street North. The City Council approved the design concept on April 19, 2011. Improvements to the project area include a three-lane roadway with one through lane in each direction and a center two-way left turn lane. The intersection of 21st Street North and 135th Street North is being signalized and improved to five lanes at all four approaches to the intersection, including left turn lanes. A six-foot wide sidewalk is being constructed on the east side of 135th Street North, a 10-foot wide multi-use path is being constructed on the west side of 135th Street North, and the available right-of-way is being landscaped.

Change Order No. 1, processed on May 3, 2012, for \$9,970, added temporary signals to the intersection of 13th Street North and 119th Street West. Change Order No. 2, approved by City Council on July 17, 2012, for \$35,235, changed the thickness of the 10-foot wide multi-use path from four inches to five inches. Change Order No. 3, processed on August 20, 2012, for \$7,454, removed and replaced a storm sewer culvert pipe. Change Order No. 4, processed on August 31, 2012, for \$3,102, replaced irrigation sleeves to the medians at Ridgepoint and Jamesburg. Change Order No. 5, processed on September 17, 2012, for \$2,320, installed inlet underdrains. Change Order No. 6, processed on October 25, 2012, for \$2,268, removed and replaced the Silverton subdivision sign. Change Order No. 7, processed on November 27, 2012, for \$1,137, adjusted sanitary sewer manholes and associated measured quantity bid items. Change Order No. 8, processed on November 30, 2012, for \$740, adjusted measured quantity bid items related to paving, lowered beehive inlets and grade area, and constructed additional driveway.

Analysis: In order to ensure the safest bicycle access and crossing through the intersection of 21st Street North and 135th Street West, it is proposed that the striping plan be revised to provide a dedicated bicycle lane along 21st Street. This will include the addition of special signage and pavement markings. A change order has been prepared to authorize the additional work, which was recommended as part of the development of the Wichita Bicycle Master Plan.

Financial Considerations: The cost of the additional work is \$21,835, bringing the total contract amount to \$5,668,779. This change order, plus previous change orders, represents 1.50% of the original contract amount and is within the 25% of contract cost limit set by City Council policy. The approved budget is \$10,300,000 and is funded entirely by City General Obligation bonds. Funding for the additional work is available within the existing budget.

Legal Considerations: The Law Department has approved Change Order No. 9 as to form.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 9 and authorize the necessary signatures.

Attachments: Change Order No. 9.



PUBLIC WORKS-ENGINEERING

December 7, 2012

CHANGE ORDER

To: Cornejo & Sons, Inc.
Change Order No.: 9
Purchase Order No.:
CHARGE TO OCA No.: 707021

Project: 135th St West, 13th to 21st St. N.
Project No.: 472-84925
OCA No.: (707021/635805/624094)
PPN: 210486/752027/659561

Please perform the following extra work at a cost not to exceed \$ 21,835.00

Additional Work: Install revised pavement markings and signs for improved bicycle access and safety.

Reason for Additional Work: To allow the safest bike access through the intersection of 21st N. and 135th St. W., the striping plan will be revised to provide a dedicated bicycle lane along 21st. This will include the addition of special signage and pavement markings.

Items	Negot'd/Bid	Qty	Unit Price	Extension
Pavement Markings/Signing	Negot'd	1.0 LS @	\$21,835.00 =	\$21,835.00

CIP Budget Amount: \$6,100,000.00 (707021) Original Contract Amt.: \$5,584,718.57

\$1,200,000.00 (635805)

\$3,000,000.00 (624094)

Consultant: MKEC

Total Exp. & Encum. To Date: \$5,745,978.33

CO Amount: \$21,835.00

Unencum. Bal. After CO: \$332,186.67

Current CO Amt.: \$21,835.00

Amt. of Previous CO's: \$62,225.55

Total of All CO's: \$84,060.55

% of Orig. Contract / 25% Max.: 1.50%

Adjusted Contract Amt.: \$5,668,779.12

Recommended By: Kyle B. Kerns

Approved:

Greg Baalman, P.E.
Construction Engineer

Date

Gary Janzen, P.E.
City Engineer

Date

Approved:

Approved

Contractor

Date

Alan King
Director of Public Works & Utilities

Date

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf
Director of Law

Date

Carl Brewer
Mayor

Date

Attest: _____

City Clerk

CITY OF WICHITA
City Council Meeting
January 8, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of the Northeast Corner of 29th Street and Ridge Road for the 29th Street – Ridge to Hoover Road Improvement Project (Districts V and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On June 7, 2011, the City Council approved the design concept to improve 29th Street between Ridge Road and Hoover. The project will require a partial acquisition of nine properties. The tracts consist of commercial, residential, and agricultural use. The proposed road improvement project includes widening 29th Street, improving area storm drainage, and adding sidewalks. The proposed acquisition from the vacant lot at the northeast corner of 29th Street North and Ridge Road is required for road right-of-way. The acquisition consists of 5,440 square feet. There are no improvements to the property.

Analysis: A written offer to purchase the required right-of-way was made. The offer of \$27,200, or \$5 per square foot was based on an estimated appraisal valuation. The offer was rejected by the seller; the seller then presented a recent appraisal of the subject property with a land value of \$7.75 per square foot. The seller agreed to accept \$42,160, or \$7.75 per square foot.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$43,160 is requested. This includes \$42,160 for the acquisitions and \$1,000 for title work, surveys, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the acquisition; 2) Approve the budget and; 3) Authorize the necessary signatures.

Attachments: Real estate agreement, tract map, and aerial map.

PROJECT: 29th Street: Ridge to Hoover

DATE: December 13, 2012

COUNTY: Sedgwick

TRACT NO.: 02

CITY OF WICHITA, KANSAS A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT made and entered into this 14th day of December, 2012, by and between Conway Bank, NA, (Landowners), and the City of Wichita, Kansas, a municipal corporation, (Buyer),

WITNESSETH, For consideration as hereinafter set forth at Forty-Two Thousand One Hundred Sixty Dollars, Landowners hereby agree to convey a road right-of-way to the City of Wichita by a warranty deed to the following described real properties in Sedgwick County to wit:

Attached as Exhibit A

It is understood and agreed that landowner is responsible for all property taxes on the above described property accrued prior to the conveyance of fee title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 30 days after the conveyance documents of said property, free of any encumbrances, have been delivered.

Approximately <u>5,440</u> Sq. Ft. for Road Right-of-Way	\$	42,160
Approximately <u>0</u> Sq. Ft. for Drainage Easement	\$	NA
Approximately <u>0</u> Sq. Ft. for Temporary Easement	\$	NA
Cost to Cure:	\$	NA
Damages:	\$	NA
TOTAL	\$	42,160

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out including claims that Landowners may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C.A. 4601, et. Seq.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

CONWAY BANK, NA, LANDOWNER(S):


By: Joseph C. Rottinghaus, President

BUYER:

City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

EXHIBIT

0 30 60

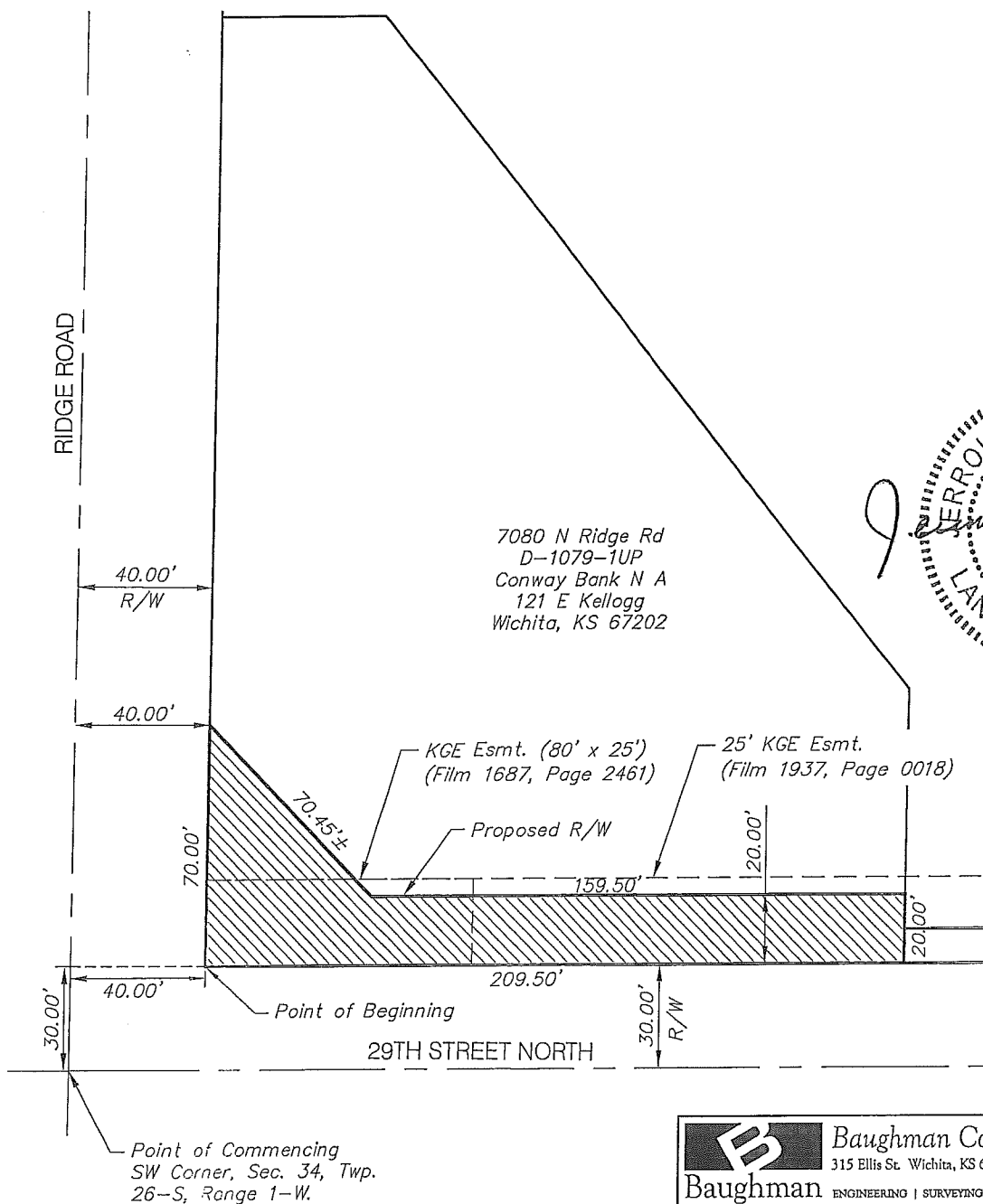


LEGAL DESCRIPTION:

A tract of land in Wichita, Sedgwick County, Kansas for right-of-way purposes more fully described as follows:

Commencing at the SW corner of the SW $\frac{1}{4}$, Section 34, Township 26 S., Range 1 W., Sedgwick County, Kansas; thence north along the west line of said SW $\frac{1}{4}$ a distance of 30.00 feet; thence east parallel with the south line of said SW $\frac{1}{4}$ a distance of 40.00 feet to the Point of Beginning; thence continuing east parallel with said south line a distance of 209.50 feet; thence north parallel with said west line of said SW $\frac{1}{4}$ a distance of 20.00 feet; thence west parallel with said south line a distance of 159.50 feet; thence northwesterly a distance of 70.45 feet, more or less, to a point on a line, said line being parallel with the west line of said SW $\frac{1}{4}$ and 40.00 feet normally distant from said west line of said SW $\frac{1}{4}$; thence south 70.00 feet to the Point of Beginning.

Said tract containing 5440.0 square feet, more or less.



Baughman Company, P.A.

315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149

ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Drawing File: E:\Projects\29th Ridge to Hoover\Exhibits\Tract Maps.dwg



Conway Bank



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



CITY OF WICHITA
City Council Meeting
January 8, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition at 3805 North Hydraulic for the 37th Street North – Broadway to Hydraulic Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On January 10, 2012, the City Council approved the design concept to improve 37th Street North from Broadway to Hydraulic. The project will require the partial acquisition of 27 tracts among 16 different owners. The tracts consist of commercial, industrial and warehouse uses as well as undeveloped land. The proposed road improvement will provide a three lane roadway. There will be one through lane in each direction and a center two-way left turn lane. The intersection of 37th Street and Hydraulic will be improved to provide wider turning radius for trucks and include a dedicated left turn lane on 37th Street. Drainage improvements will be constructed including the addition of a large concrete drainage culvert in the west portion of the project. A triangular shaped piece of land is required from the hard corner of 3805 North Hydraulic for road right-of-way. The area to be acquired consists of 600 square feet and is improved with landscaping and in-ground sprinkler system. Two temporary easements are required at the driveways for work during construction.

Analysis: The owners rejected the appraised offer of \$9,200. The original offer consisted of \$2,700 (\$4.50 per square foot) for the right-of-way, \$200 (\$0.06 per square foot) for the temporary construction easement, and \$6,300 for loss of landscaping. The owners countered at \$35,000 which included a higher per square foot value and additional compensation for landscaping and the in-ground sprinkler system. Through negotiation, the owner agreed to settle for \$19,800. This amount is comprised of \$3,000 for the right-of-way (\$5 per square foot), \$1,300 (\$0.40 per square foot) for the temporary easements, and \$15,500 to replace the landscaping and correct the in-ground sprinkler system. The additional \$9,200 for the landscaping is justified as the original offer did not include sprinkler work or the cost of labor to replace the landscaping.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$21,300 is requested. This includes \$19,800 for the acquisitions and \$1,500 for title work, surveys, closing costs, and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the real estate agreement and; 2) Authorize the necessary signatures.

Attachments: Real estate agreement, tract maps, and aerial.

PROJECT: 37th Street North DATE: October 16, 2012
COUNTY: Sedgwick TRACT NO.: 0014

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY
EASEMENT

THIS AGREEMENT Made and entered into this 27 day of November, 2012, by and between

David & Palmer Properties

101 W 29th Street, Wichita, KS 67204-4801

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "TRACT #14A", "TRACT #14B", and "TRACT #14C" ATTACHED HERETO
AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:
600 (Sq. Ft.) \$ 3,000.00

Damages:
Landscaping \$ 15,500.00

Temporary Easement for construction:
3,209 (Sq. Ft.) \$ 1,300.00

Permanent Drainage Easement for construction:
(Sq. Ft.) \$ N/A

Improvement & Buildings acquired with right of way:
N/A

TOTAL: \$ 19,800.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: David & Palmer Properties

By: 

By: 

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

David & Palmer Properties

If mortgage or other liens, show names of holders:

Southwest National Bank of Wichita

REMARKS:

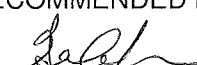
PIN/APN 0013976

Security Title File Number 2054343

APPROVED TO FORM:

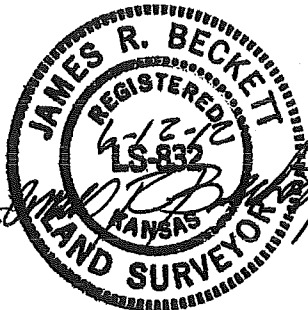
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

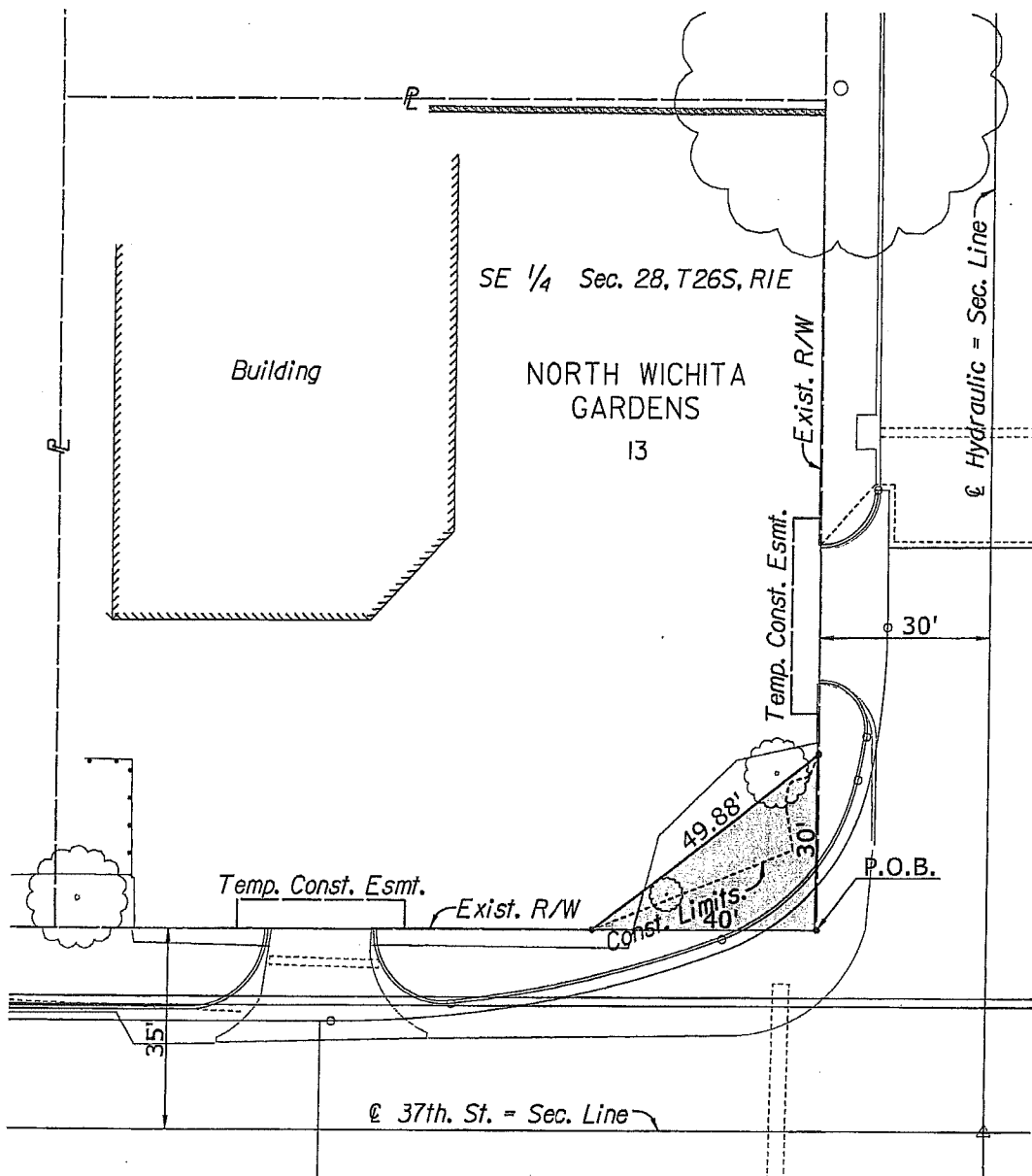


Gerald Cain, Project Manager

TRACT #14A - B-14246
David & Palmer Properties
Right of Way



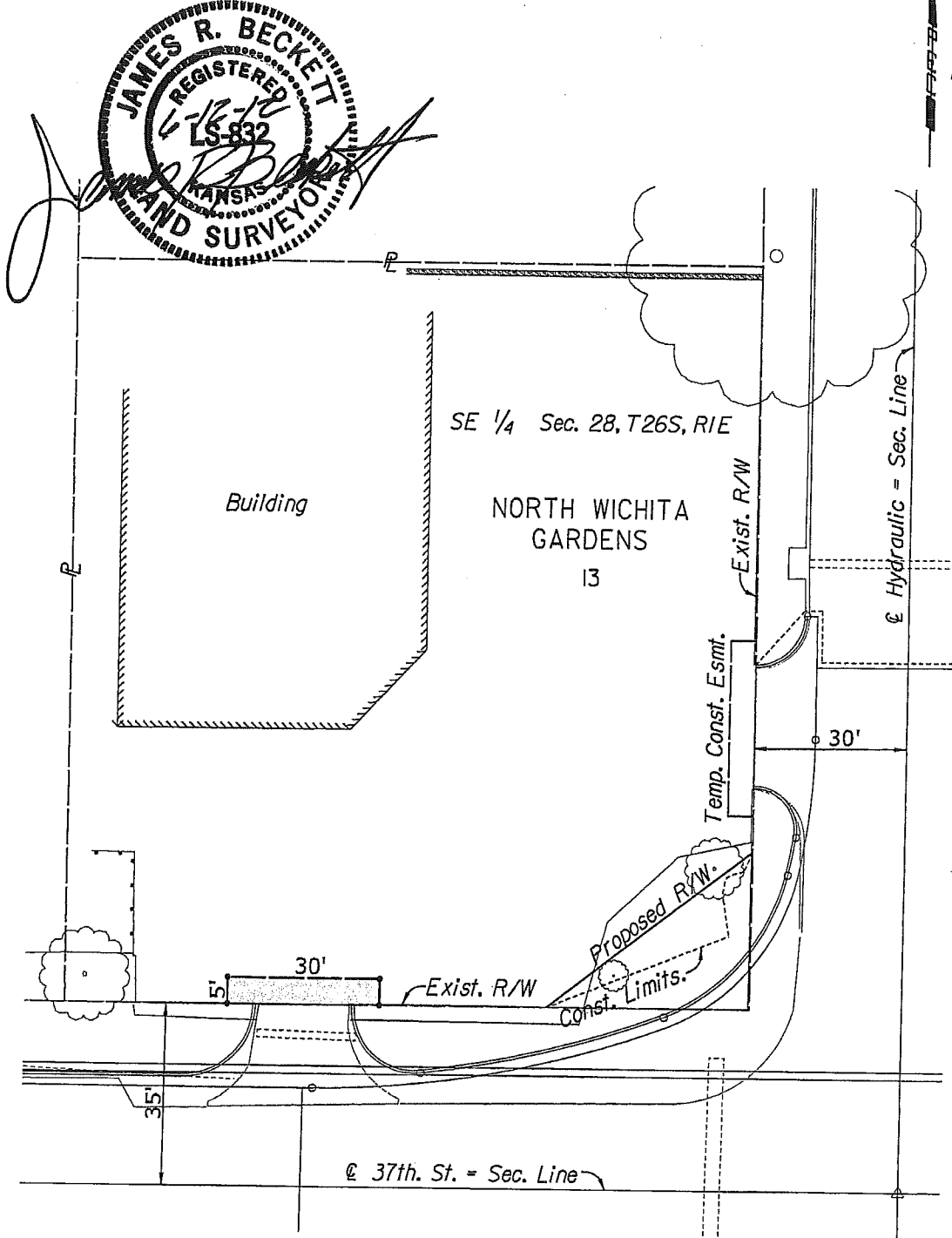
Not to Scale



Contractor will remove trees and shrubs as needed for construction.

June 12, 2012

TRACT #14B - B-14246
David & Palmer Properties
Temporary Construction Easement



Contractor will remove trees and shrubs as needed for construction.

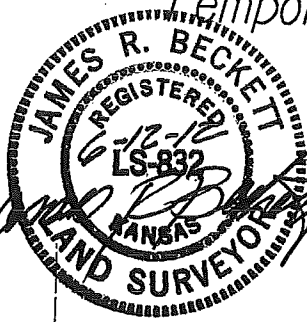
June 12, 2012

Tract #14B – B-14246
DAVID & PALMER PROPERTIES
TEMPORARY CONSTRUCTION EASEMENT:

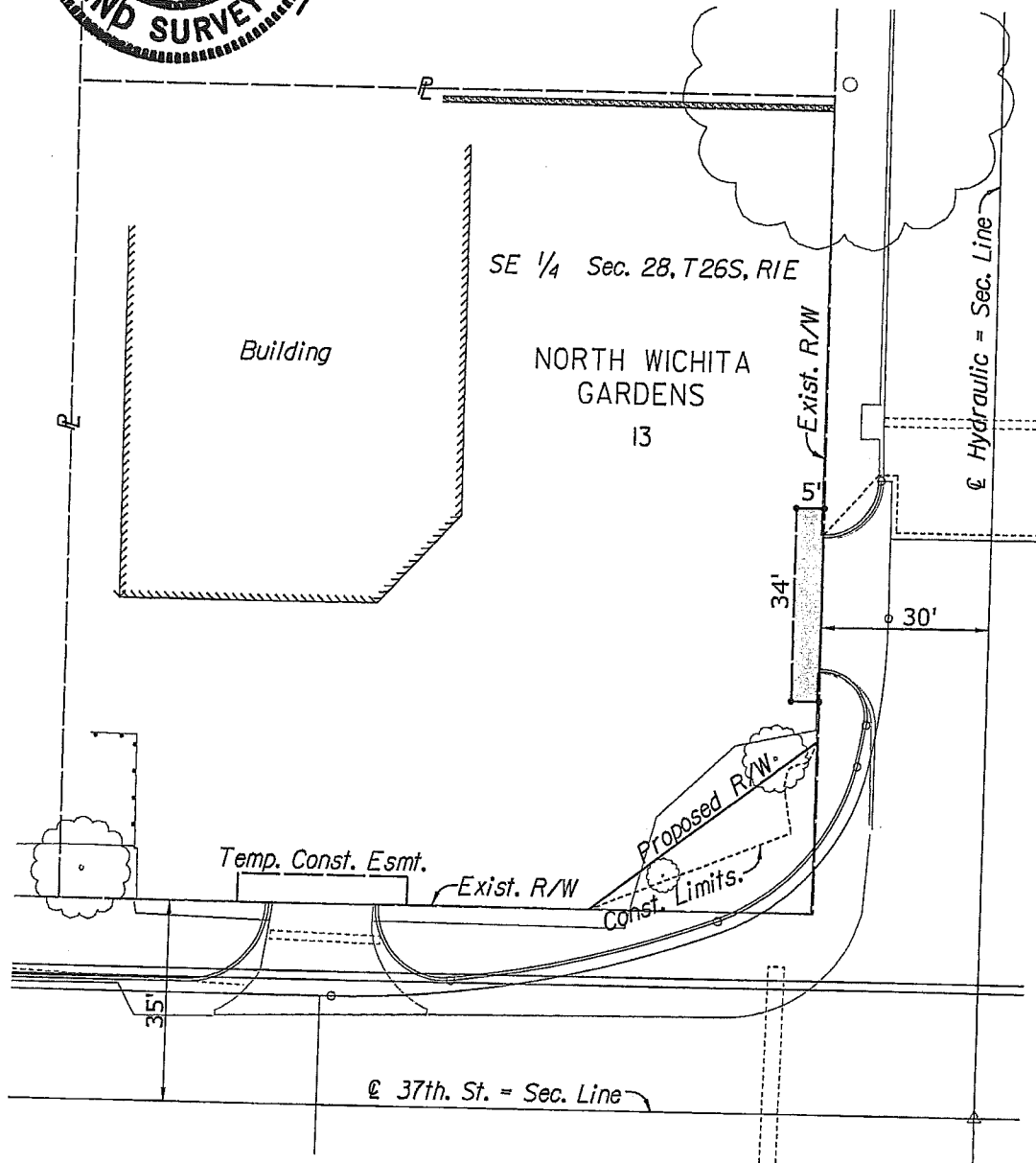
The South 5 feet of the West 30 feet of the East 103 feet of Lot 13, North Wichita Gardens Addition to Sedgwick County, Kansas, containing 0.003 acres (150.00 sq. ft.), more or less.



TRACT #14C - B-14246
David & Palmer Properties
Temporary Construction Easement



Not to Scale

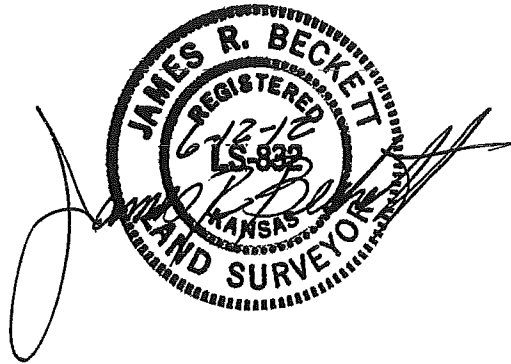


Contractor will remove trees and
shrubs as needed for construction.

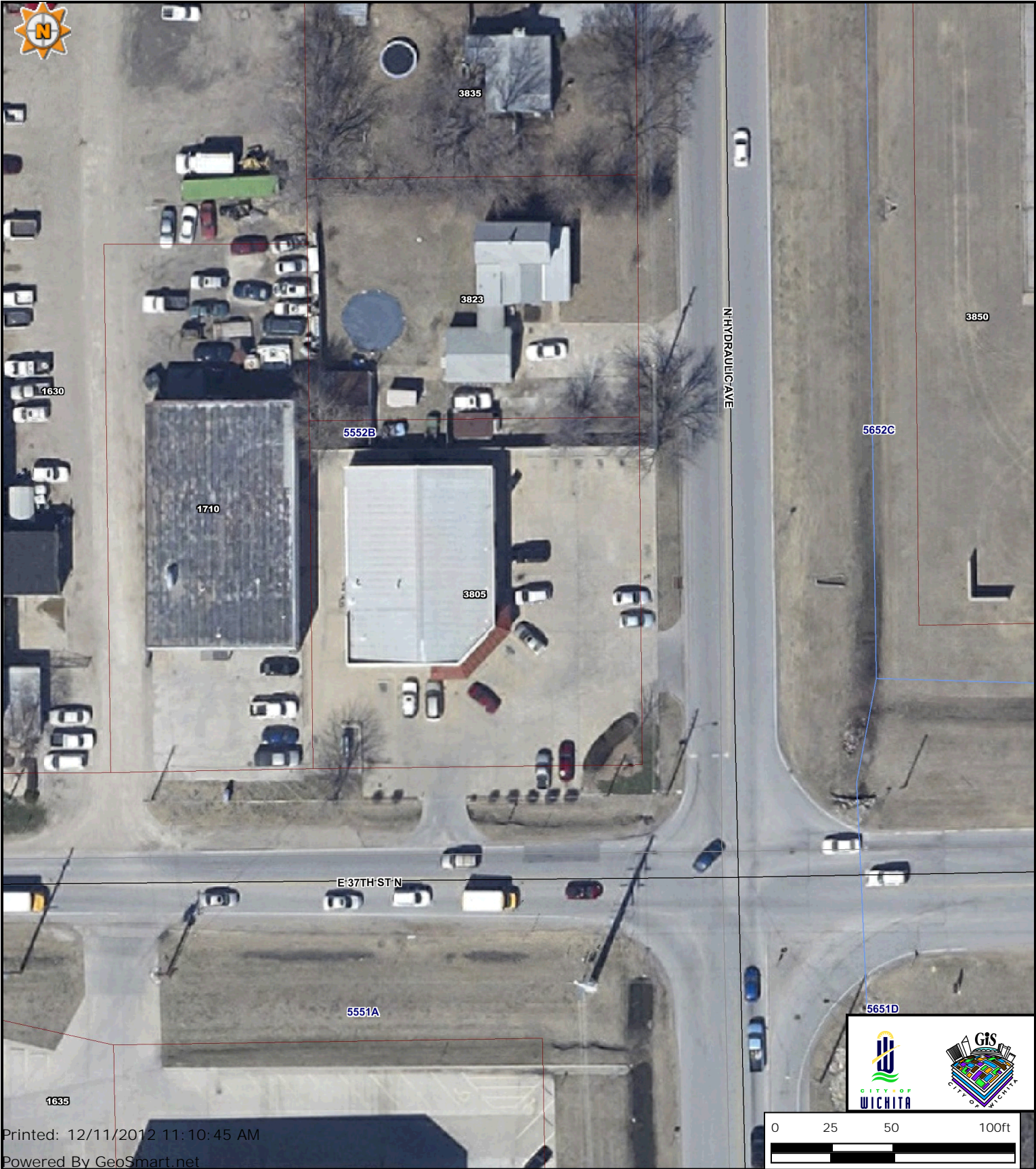
June 12, 2012

Tract #14C – B-14246
DAVID & PALMER PROPERTIES
TEMPORARY CONSTRUCTION EASEMENT:

The East 5 feet of the North 34 feet of the South 71 feet of Lot 13, North Wichita Gardens Addition to Sedgwick County, Kansas, containing 0.004 acres (170.00 sq. ft.), more or less.



3805 N Hydraulic



Printed: 12/11/2012 11:10:45 AM

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CITY OF WICHITA
City Council Meeting
January 8, 2013

TO: Mayor and City Council

SUBJECT: Acquisition of Easements in the 3000 Block of North 135th Street West for the 135th Street West Sanitary Sewer Force Main Project (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On April 14, 2009, the City Council approved a modification to the 2009 Capital Improvement Program (CIP) fund to allow for a Water Utilities project titled 20-Inch Parallel Force Main from Pump Station Number 56 to Plant 3. The existing pump station at the southeast corner of 135th and 21st St North is connected to Treatment Plant Number 3 with a 14" force main. Due to the population growth in Northwest Wichita, the existing 14" line has reached capacity. The installation of the 20-inch parallel force main will eliminate the capacity limitations of the smaller line. The project will require partial acquisitions from nine tracts. The tracts of land within this corridor consist of agricultural and residential uses. The tract in the 3000 Block of North 135th Street West is in agricultural use with no improvements within the proposed easement areas. It is necessary to acquire a sanitary sewer easement adjacent to the existing road right-of-way together with a temporary easement during construction.

Analysis: The proposed easement is fifteen feet wide. The proposed temporary easement is twenty feet wide. The seller accepted the original offer of \$16,949 for the easements; however, an additional \$4,668 was determined to be necessary to mitigate the damages to the crops and laser leveling of the site. The total purchase price is \$21,620, or \$11,762 (\$0.15 per square foot) for the sewer easement; \$5,187 (\$0.05 per square foot) for the temporary easement; \$500 for crop damages; and \$4,171 for laser leveling the impacted 4.168 acres.

Financial Considerations: The funding source for the project is Water Utilities revenues and reserves, and/or a future revenue bond issue. A budget of \$22,120 is requested. This includes \$21,620 for the acquisition and \$500 for title work and other administrative fees.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the real estate agreement; 2) Approve the budget; and 3) Authorize the necessary signatures.

Attachments: Real estate agreement, tract maps and aerial map.

CITY OF WICHITA, KANSAS

A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT made and entered into this 12 day of December, 2012, by and between:

Gregory A. Neville and Jane M. Neville, husband and wife (Landowner), and the City of Wichita, Kansas, a municipal corporation (City)

WITNESSETH, For consideration as hereinafter set forth, Landowner hereby agree to sell and convey to the Buyer by a good and sufficient NON-EXCLUSIVE PERMANENT EASEMENT for the following described real properties, situated in Sedgwick County, Kansas, to wit:

A Non-Exclusive Sanitary Sewer Easement in Wichita, Sedgwick County, Kansas, described as follows:

The east 15 feet of the west 40 feet of the West Half of the Southwest Quarter, except the West Half of the Southwest Quarter of said Southwest Quarter, Section 36, Township 26 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas. Containing 19,830 sq. ft., more or less.

A Non-Exclusive Sanitary Sewer Easement in Wichita, Sedgwick County, Kansas, described as follows:

The east 15 feet of the west 40 feet of the West Half of the Southwest Quarter of Section 36, Township 26 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, EXCEPT the south 30 feet thereof. Containing 19,380 sq. ft., more or less.

A Non-Exclusive Sanitary Sewer Easement in Wichita, Sedgwick County, Kansas, described as follows:

The east 15 feet of the west 40 feet of the Northwest Quarter of Section 36, Township 26 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, except the north 30 feet thereof, and except that part lying within the tract of land described and conveyed in the Kansas Warranty Deed recorded in DOC/FILM-PG: 28967696, said tract of land being more fully described as follows: That part of the Northwest Quarter of Section 36, Township 26 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, described as commencing at the Northwest corner thereof: thence S00°14'30"W, along the West line of said Northwest Quarter, 2032.23 feet to a point of beginning; thence continuing S00°14'30"W, 40 feet; thence N88°15'16"E, 517.49 feet; thence S00°14'30"W, 10 feet; thence N90°00'00"E, 208.55 feet; thence N05°52'17"W, 209.81 feet; thence S90°00'00"W, 186.20 feet; thence

S00°14'30"W, 158.71 feet; thence S88°15'16"W, 517.49 feet to the point of beginning. Containing 38,608 sq. ft., more or less.

Additionally, the Landowner hereby agrees to convey a TEMPORARY CONSTRUCTION EASEMENT to the City, the following described real properties in Sedgwick County to wit:

A Temporary Construction Easement in Wichita, Sedgwick County, Kansas, described as follows:

The east 20 feet of the west 60 feet of the West Half of the Southwest Quarter, except the West Half of the Southwest Quarter of said Southwest Quarter, Section 36, Township 26 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas. Containing 26,440 sq. ft., more or less

And a Temporary Construction Easement in Wichita, Sedgwick County, Kansas, described as follows:

The east 20 feet of the west 60 feet of the West Half of the Southwest Quarter of the Southwest Quarter of Section 36, Township 26 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, EXCEPT the south 30 feet thereof. Containing 25,840 sq. ft., more or less.

And a Temporary Construction Easement in Wichita, Sedgwick County, Kansas, described as follows:

The east 20 feet of the west 60 feet of the Northwest Quarter of Section 36, Township 26 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, except the north 30 feet thereof, and except that part lying within the tract of land described and conveyed in the Kansas Warranty Deed recorded in DOC/FILM-PG: 28967696, said tract of land being more fully described as follows: That part of the Northwest Quarter of Section 36, Township 26 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, described as commencing at the Northwest corner thereof: thence S00°14'30"W, along the West line of said Northwest Quarter, 2032.23 feet to a point of beginning; thence continuing S00°14'30"W, 40 feet; thence N88°15'16"E, 517.49 feet; thence S00°14'30"W, 10 feet; thence N90°00'00"E, 208.55 feet; thence N05°52'17"W, 209.81 feet; thence S90°00'00"W, 186.20 feet; thence S00°14'30"W, 158.71 feet; thence S88°15'16"W, 517.49 feet to the point of beginning. Containing 51,477 sq. ft., more or less.

The temporary construction easement will expire automatically upon completion of the project, or at one (1) years from the date of the easement, whichever comes first.

The City hereby agrees to purchase, and pay to the Landowner as consideration for the conveyance to the City the above described real property, temporary construction easement, and damages including but not limited to laser leveling the sum of Twenty-One Thousand Six Hundred Twenty Dollars and No Cents (\$21,620) in the manner following, to-wit: cash at closing.

Acquisition of Permanent Easement	\$ 11,762.00
Acquisition of Temporary Easement	\$ 5,187.00
Damages: Laser leveling & crop loss	\$ 4,668.00
Total	\$ 21,620.00 rounded

It is understood and agreed that the Landowner(s) is/are responsible for all property taxes on the above described properties accrued prior to the conveyance of fee title, if applicable, to the City.

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tracts of land and all damages arising from the transfer of said properties and its use for the purposes above set out.

A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 28, 2012.

The Landowner further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

Possession to be given to City at closing.

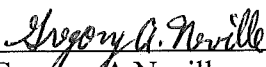
City, contractors and assigns hereby agree to contact the Landowner a minimum of ten (10) days prior to accessing the above described property at the contact number(s) provided by the Landowner.

City, contractors and assigns hereby agrees to stockpile excess evacuation from the above described property, that would otherwise be wasted, in an area provided and designated by the Landowner at a location near the northeast corner of 135th and 37th Street. City is not responsible for any costs associated with, including but not limited to, preparation of storage site and access related to said storage site.

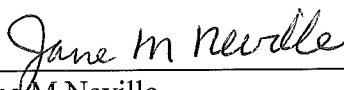
City, contractors and assigns hereby agree to remove all construction debris, including but not limited to material wrappings, pipe bandings, and pallets. Debris shall not be buried within the trenches dug within the above-described properties.

City, contractors and assigns hereby agrees to reinstall the topsoil removed from the above described properties to the above described properties

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.



Gregory A Neville



Jane M Neville

City of Wichita, Kansas, a municipal corporation:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law.

EXHIBIT

LEGAL DESCRIPTION:

A Sanitary Sewer Easement in Wichita, Sedgwick County, Kansas, Described as Follows:

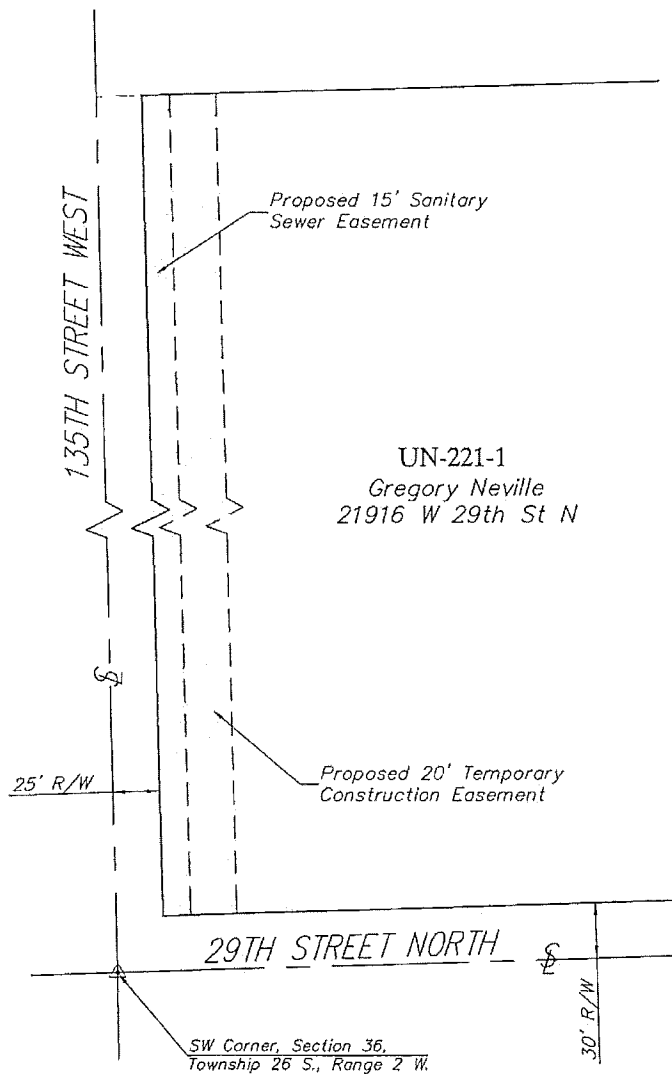
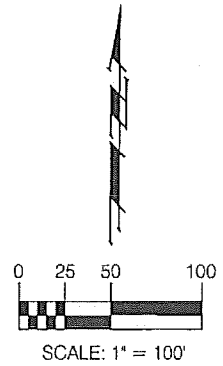
The east 15.00 feet of the west 40.00 feet of the West Half of the Southwest Quarter of the Southwest Quarter of Section 36, Township 26 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT the south 30.00 feet thereof.

Containing 19,380 Sq. Ft., more or less.

And a Temporary Construction Easement in Wichita, Sedgwick County, Kansas, Described as Follows:

The east 20.00 feet of the west 60.00 feet of the West Half of the Southwest Quarter of the Southwest Quarter of Section 36, Township 26 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT the south 30.00 feet thereof.

Containing 25,840 Sq. Ft., more or less.



Project Number 05-10-E397

Exhibits & Legal Descriptions/Neville_Temp and SS1.dwg



EXHIBIT

LEGAL DESCRIPTION:

A Sanitary Sewer Easement in Wichita, Sedgwick County, Kansas, Described as Follows:

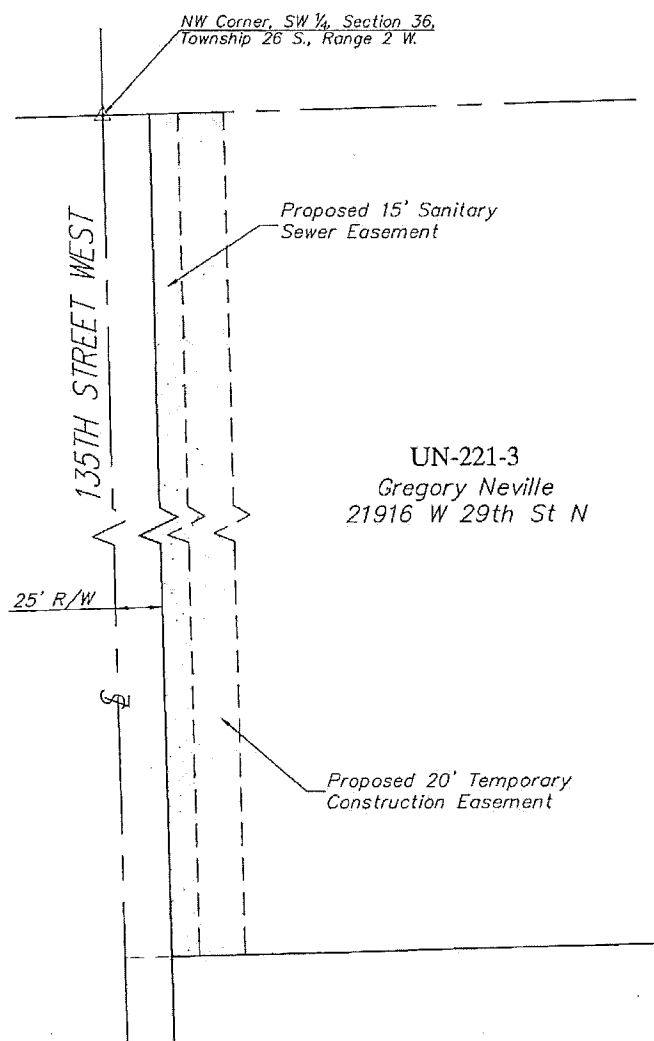
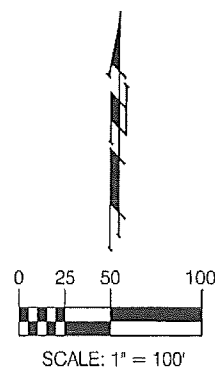
The east 15.00 feet of the west 40.00 feet of the West Half of the Southwest Quarter, except the West Half of the Southwest Quarter of said Southwest Quarter, Section 36, Township 26 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas.

Containing 19,830 Sq. Ft., more or less.

And a Temporary Construction Easement in Wichita, Sedgwick County, Kansas, Described as Follows:

The east 20.00 feet of the west 60.00 feet of the West Half of the Southwest Quarter, except the West Half of the Southwest Quarter of said Southwest Quarter, Section 36, Township 26 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas.

Containing 26,440 Sq. Ft., more or less.



Project Number 05-10-E397

Exhibits & Legal Descriptions/Neville_Temp and SS2.dwg



Baughman Company, P.A.

315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149

Baughman

ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

LEGAL DESCRIPTION: EXHIBIT

A Sanitary Sewer Easement in Wichita, Sedgwick County, Kansas, Described as Follows:

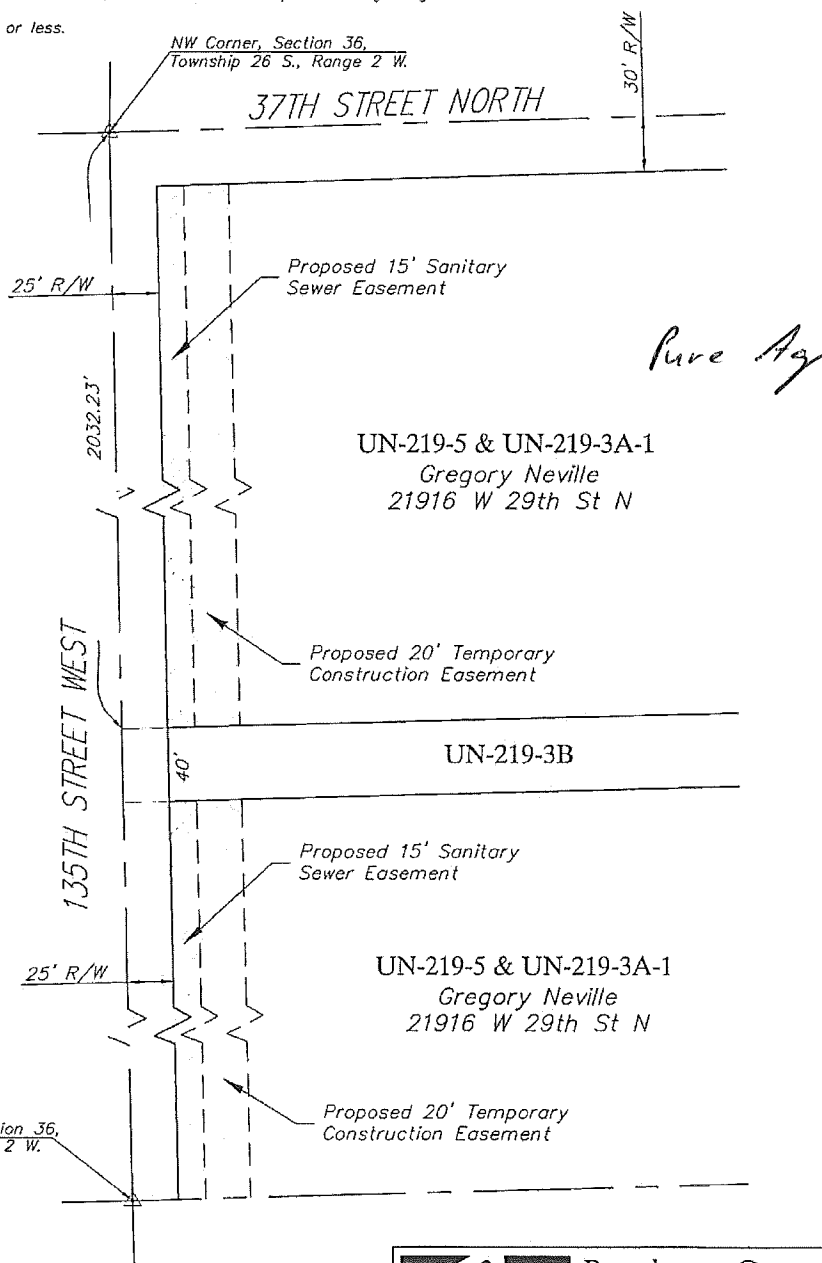
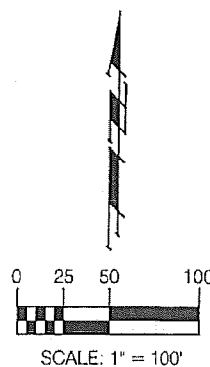
The east 15.00 feet of the west 40.00 feet of the Northwest Quarter of Section 36, Township 26 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, except the north 30.00 feet thereof, and except that part lying within the tract of land described and conveyed in the Kansas Warranty Deed recorded in DOC.#/FLM-PG:28967696, said tract of land being more fully described as follows: That part of the Northwest Quarter of Section 36, Township 26 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, described as commencing at the Northwest corner thereof; thence S00°14'30"W, along the West line of said Northwest Quarter, 2032.23 feet for a point of beginning; thence continuing S00°14'30"W, 40 feet; thence N88°15'16"E, 517.49 feet; thence S00°14'30"W, 10.00 feet; thence N90°00'00"E, 208.55 feet; thence N05°52'17"W, 209.81 feet; thence S90°00'00"W, 186.20 feet; thence S00°14'30"W, 158.71 feet; thence S88°15'16"W, 517.49 feet to the point of beginning.

Containing 38,608 Sq. Ft., more or less.

And A Temporary Construction Easement in Wichita, Sedgwick County, Kansas, Described as Follows:

The east 20.00 feet of the west 60.00 feet of the Northwest Quarter of Section 36, Township 26 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, except the north 30.00 feet thereof, and except that part lying within the tract of land described and conveyed in the Kansas Warranty Deed recorded in DOC.#/FLM-PG:28967696, said tract of land being more fully described as follows: That part of the Northwest Quarter of Section 36, Township 26 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, described as commencing at the Northwest corner thereof; thence S00°14'30"W, along the West line of said Northwest Quarter, 2032.23 feet for a point of beginning; thence continuing S00°14'30"W, 40 feet; thence N88°15'16"E, 517.49 feet; thence S00°14'30"W, 10.00 feet; thence N90°00'00"E, 208.55 feet; thence N05°52'17"W, 209.81 feet; thence S90°00'00"W, 186.20 feet; thence S00°14'30"W, 158.71 feet; thence S88°15'16"W, 517.49 feet to the point of beginning.

Containing 51,477 Sq. Ft., more or less.



Project Number 05-10-E397

Exhibits & Legal Descriptions/Neville_Temp and SS3.dwg



Baughman

Baughman Company, P.A.
 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
 ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Land in the 3000 Blk N 135th



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
January 8, 2013

TO: Mayor and City Council

SUBJECT: Acquisition of Easement at 3500 North 135th Street West for the 135th Street West Sanitary Sewer Force Main Project (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On April 14, 2009, the City Council approved a modification to the 2009 Capital Improvement Program (CIP) fund to allow for a Water Utilities project titled 20-Inch Parallel Force Main from Pump Station Number 56 to Plant 3. The existing pump station at the southeast corner of 135th and 21st St North is connected to Treatment Plant Number 3 with a 14" force main. Due to the population growth in Northwest Wichita, the existing 14" line has reached capacity. The installation of the 20-inch parallel force main will eliminate the capacity limitations of the smaller line. The project will require partial acquisitions from nine tracts. The tracts of land within this corridor consist of agricultural and residential uses. The tract at 3500 North 135th Street is improved with a single-family residence, however; that portion impacted by the project is vacant and consists of a 40 foot wide swath of land. This parcel serves as the access point off of 135th Street to the improvements.

Analysis: The proposed easement is fifteen feet wide. The seller rejected the estimated appraised offer of \$455, of \$0.75 per square foot and later accepted \$480, or \$0.80 per square foot.

Financial Considerations: The funding source for the project is Water Utilities revenues and reserves, and/or a future revenue bond issue. A budget of \$730 is requested. This includes \$480 for the acquisition and \$250 for title work and other administrative fees.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) Accept the easement and 2) Approve the budget.

Attachments: Sanitary Sewer Easement, tract map and aerial.

SANITARY SEWER EASEMENT

THIS EASEMENT made this 26th day of December, 2012, by and between

William McGreevy, a single person and
Erika C Lleras, a single person, party of the first part, and the City of Wichita, Kansas, a Municipal Corporation, party of the second part.

WITNESSETH: That the said first party, in consideration of the sum of four hundred, eighty dollars (\$480.00) and other Good and Valuable Considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for constructing, maintaining, and repairing a sanitary sewer force main over, along, and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

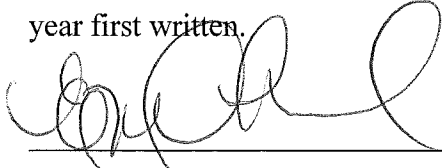
A Sanitary Sewer Easement in Sedgwick County, Kansas, Described as Follows:


The east 15.00 feet of the west 40.00 feet of the tract of land described and conveyed in the Kansas Warranty Deed recorded in DOC.#/FLM-PG:28967696, said tract of land being more fully described as follows: That part of the Northwest Quarter of Section 36, Township 26 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, described as commencing at the Northwest corner thereof; thence S00°14'30"W, along the West line of said Northwest Quarter, 2032.23 feet for a point of beginning; thence continuing S00°14'30"W, 40 feet; thence N88°15'16"E, 517.49 feet; thence S00°14'30"W, 10.00 feet; thence N90°00'00"E, 208.55 feet; thence N05°52'17"W, 209.81 feet; thence S90°00'00"W, 186.20 feet; thence S00°14'30"W, 158.71 feet; thence S88°15'16"W, 517.49 feet to the point of beginning.

Containing 600 Sq. Ft., more or less.

And said second party, heirs and assigns is hereby granted the right to enter upon said premises at any time for the purpose of operating, maintaining, and repairing such sanitary sewer force main.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.


ERIKA C. Lleras

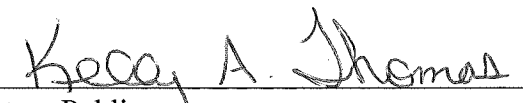

William McGreevy

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

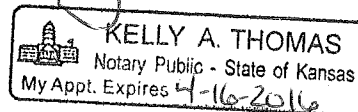
This instrument was acknowledged before me on 26th day of December, 2012 by

ERIKA C Lleras, a single person

William McGreevy, a single person


Notary Public

My Commission Expires: 4-16-2016



LEGAL DESCRIPTION: EXHIBIT

A Sanitary Sewer Easement in Wichita, Sedgwick County, Kansas, Described as Follows:

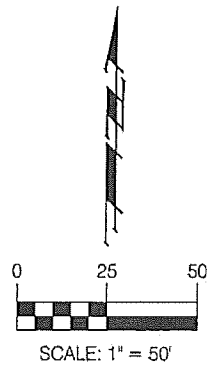
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Containing 600 Sq. Ft., more or less.

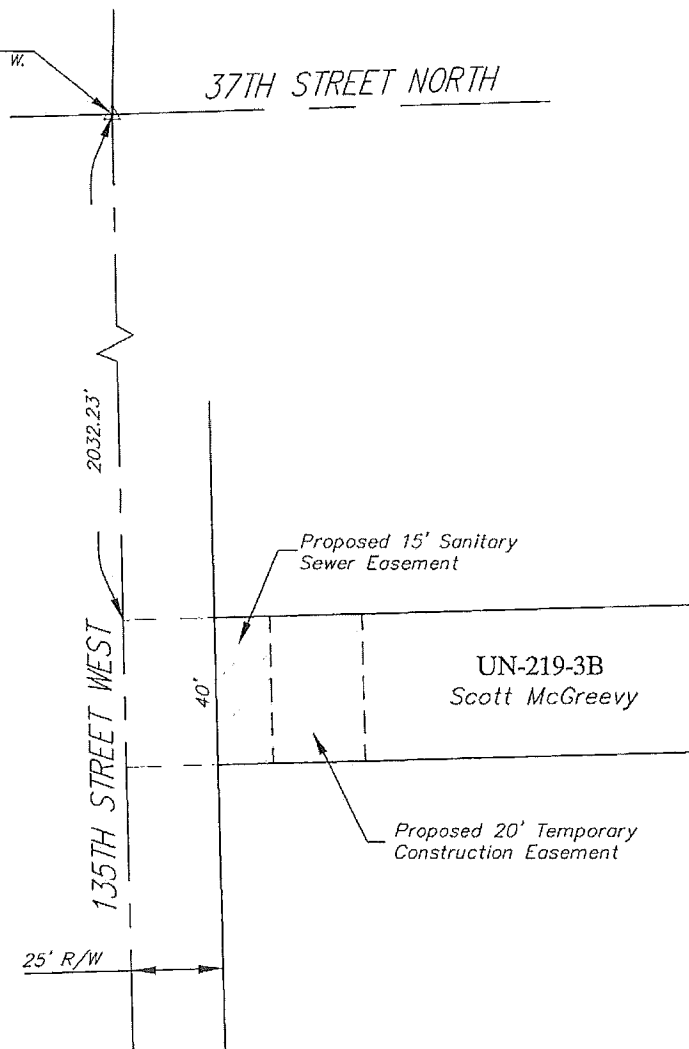
And A Temporary Construction Easement in Wichita, Sedgwick County, Kansas, Described as Follows:

The east 20.00 feet of the west 60.00 feet of the tract of land described and conveyed in the Kansas Warranty Deed recorded in DOC.#/FLM-PG:28967696, said tract of land being more fully described as follows: That part of the Northwest Quarter of Section 36, Township 26 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, described as commencing at the Northwest corner thereof; thence S00°14'30"W, along the West line of said Northwest Quarter, 2032.23 feet for a point of beginning; thence continuing S00°14'30"W, 40 feet; thence N88°15'16"E, 517.49 feet; thence S00°14'30"W, 10.00 feet; thence N90°00'00"E, 208.55 feet; thence N05°52'17"W, 209.81 feet; thence S90°00'00"W, 186.20 feet; thence S00°14'30"W, 158.71 feet; thence S88°15'16"W, 517.49 feet to the point of beginning.

Containing 800 Sq. Ft., more or less.



NW Corner, Section 36,
Township 27 S., Range 2 W.



Project Number 05-10-E397

Exhibits & Legal Descriptions/McGreevy_Temp and SS.dwg



Baughman Company, P.A.

315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149

Baughman

ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

3500 N 135th



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**City of Wichita
City Council Meeting
January 8, 2013**

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of \$20,000 as a full settlement for all claims arising out of an automobile accident.

Background: This claim arises from a traffic accident which occurred on April 5, 2012. Claimant was driving her vehicle westbound on Central and had stopped for the red light when her vehicle was struck from behind by a City dump truck. It is alleged that claimant sustained physical injuries as a result of the accident.

Analysis: The claimant has agreed to accept a lump sum payment of \$20,000 as full settlement of all claims against the City of Wichita and its employee. Because of the uncertainty and risk of an adverse judgment at trial, the Law Department recommends the settlement. The settlement of this claim does not constitute an admission of liability on the part of the City or the employee; rather, it is merely a settlement to resolve a disputed claim.

Financial Considerations: Funding for this settlement payment is from the City's Tort Claims Fund.

Legal Considerations: The Law Department recommends settlement of this claim for the amount of \$20,000.

Recommendations/Actions: It is recommended that the City Council authorize payment of \$20,000 as full settlement of all possible claims arising out of the events which are the subject of this claim.

Attachments: None

City of Wichita
City Council Meeting
January 8, 2013

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments (District I, II, III, IV & VI)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessment and ordinance.

Background: The Office of Central Inspection supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinance allow the City to clean up private properties that are in violation of environmental standards after proper notification to the responsible party. A private contractor performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the lot cleanup costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the Office of Central Inspection is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

Legal Considerations: The ordinance has been reviewed and approved by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the proposed assessment and place the ordinance on first reading.

Attachments: Property List for Special Assessment and ordinance.

Tax Key #	PIN #	Address / Location	Cost	District #
C 04751	141013	1919 N Erie Ave	753.46	1
C 20606	166194	2308 N Piatt Ave	\$765.02	1
C 10474-0001	155354	4918 E Pine St	\$923.39	1
C 39489	185046	6105 E Mainsgate St	\$665.80	1
C 03586	139706	2606 E 15th St N	\$1040.23	1
C 03146	139163	1021 N Estelle	\$714.00	1
D 00509	198925	331 S Dodge Ave	\$520.41	4
C 01972	137761	216 N Estelle Ave 1	\$910.04	1
D 03313	202691	1137 S Glenn Ave	\$900.35	4
B 05345	124493	1213 S St Francis Ave	\$869.00	1
D 04940	204826	1747 S Euclid Ave	\$926.05	4
A 07426-0001	107799	127 E Mount Vernon Rd	\$601.36	3
B 07116	126680	719 S Lulu Ave	\$571.26	1
B 07309	126887	1025 S Greenwood Ave	1044.47	1
A 02216	101626	1821 N Broadway	2089.91	6
C 00204	134855	428 N Piatt Ave	481.87	1
B 07563	127178	1007 S Ida Ave	529.35	1
C 01241-0001	136514	1701 N Grove	631.87	1
C 19135	164797	1802 E Looman Ave	1561.16	1
B 01538	120111	1734 N Topeka Ave	840.64	6
C 01255	136530	1545 N Grove Ave	1131.36	1
C 00203	134847	426 N Piatt Ave	514.88	1
A 01847	101180	1500 N Park Place	717.70	6
C 01344	136697	1527 N Minnesota Ave	1030.86	1
D 02049	201058	725 S Sycamore St 1	739.41	4
D 08933	209967	1533 S Gordon	687.73	4
D 02773	201939	1752 S Sedgwick	485.21	4
D 08902	209913	Vacant Lot S of 1543 S Edwards	215.65	4
C 01344-0001	136698	1521 N Minnesota Ave	642.20	1
C 07345	151921	614 S Belmont Ave	1005.08	3
D 09623	210808	3901 W Zoo Blvd	883.8	6
C 02775	138753	1331 N Green (Vacant Lot)	867.36	1
C 03051	139056	3105 E 13th	889.07	1
D 14913	216072	1730 S Catherine	1116.64	4
C 03422	139507	1437 N Erie	1043.06	1
D 01148	200059	830 S Richmond	716.48	4
C 01297-000A	136605	1728 N Kansas	582.60	1
C 01374-0004	136771	1407 N Piatt	585.00	1
C 13563	159237	2003 N Chautauqua	776.80	1
D 02681	201780	1519 S Martinson	882.72	4
D 02676-0001	201771	1506 S Martinson	929.64	4
C 01128	136310	1417 N Ash Ave	\$1050.00	1
A 01273	100540	1324 N Jackson Ave	\$864.52	6
C 00591-0001	135566	518 N Piatt St	\$723.34	1
C 01026	136166	1334 N Minneapolis Ave	\$1226.00	1

B-07569	127185	1041 S Ida	\$805.00	1
C 02743	138713	1157 N Poplar (Vacant Lot)	\$933.20	1
C 13836	159570	3607 E Lavon Dr	\$730.00	1
B 05518-0002	124689	1712 S Washington Ave	\$1867.08	3
D 12750	213947	820 N Illinois Ave	\$865.84	6
C 46886	193931	10515 E Countryside St	\$757.39	2
C 42575	188787	1838 S Laurel St	\$480.00	2
C 12299-000A	157952	4628 E Gilbert St	1211.88	3
A 06710	107012	1424 S Water St	\$914.92	1
A 01304	100572	1304 N Fairview Ave	\$883.20	1
D 61698	562937	Vacant Lot W of 10505 W Dallas	\$722.60	4
D 11299	212472	4828 W 2nd St N	\$579.00	6
A 18929	465899	525 W 48th St N	\$1041.00	6
C 03532	139626	1438 N Estelle Ave	\$755.00	1
C 01392-0002	136847	1818 N Ash St	\$921.20	1
C 20178	165770	1627 N Oliver Ave	\$655.00	1
B 05682	124877	1633 S St Francis	\$303.40	3
D 22097	223039	7826 W Jennie	\$237.80	4
D 54398	485424	735 W 59th St S	\$2046.41	4
C 01531-0002	137297	2001 N Piatt	\$659.80	1
C 13900	159635	1572 N Yale	\$243.40	1
D 61703	562942	Vacant Lot S of 10402 W Dallas	\$658.50	4
C 04004	140156	254 N Yale Ave	\$262.59	2
D 14639	215816	3315 S Euclid Ave	\$306.39	4
D 08991-001A	210045	1833 S Sheridan Ave	\$346.43	4
C 42729	188976	2645 S White Cliff St	\$739.13	2
C 54172	481275	14 N Sandpiper St	\$452.80	2
D 22075	223016	201 S Ridge Rd	\$1177.20	5
D 21794	222769	340 S Meadowhaven S	\$1227.20	5

Published in the Wichita Eagle on **January 18, 2013**

ORDINANCE NO. 49-429

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOTS 34-36 BLOCK 1 COLLEGE TERRACE ADD.	753.46
W 48.4 FT LOTS 41-43 MARKET ST. ALAMEDA PARK ADD.	601.36
LOTS 9-11 4TH NOW ST FRANCIS AVE ZIMMERLY'S 2ND. ADD.	869.00
LOTS 46-48 HAYMAKER'S ADD.	571.26
LOTS 30-32 ESTELLE AVE. FIREBAUGH'S SUB. BLK. 3 CHAUTAUQUA ADD.	910.04
LOTS 18-20 BLOCK 3 ESTERBROOK PARK ADD.	714.00
W 74 FT LOTS 2-4-6-8 GREEN AVE. FAIRMOUNT ORCHARDS ADD.	1040.23

LOTS 40-41-42 BLOCK 3 EAST HIGHLANDS ADD.	923.39
LOT 8 BLOCK 6 WILBER'S ADD.	765.02
LOT 27 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	665.80
N 55 FT E 125 FT RES F LAWRENCE'S 2ND. ADD.	520.41
LOTS 39-41 GLENN AVE. GARFIELD ADD.	900.35
LOTS 39-41 BLOCK 3 GILLESPIE GROVE ADD	926.05
W 120 FT LOTS 50-52-54-56 PARK PLACE LAUCK'S ADD.	717.70
LOTS 22-24 BLOCK 7 FAIRVIEW ADD	2089.91
LOTS 61-63 TOPEKA AVE. FORD'S ADD.	840.64
LOTS 22-24 SHIRK'S 2ND. ADD.	1044.47
S 1/2 LOT 24 ALL LOT 26 IDA AVE. KELSCH 3RD. ADD.	529.35
LOT 18 & LOT 20 EXC N 9.2 FT OZANNE & WINDSOR'S SUB.	514.88
N 9.2 FT LOT 20-ALL LOT 22 OZANNE & WINDSOR'S SUB.	481.87
LOTS 39-41-43-45 GROVE ST. LOGAN ADD.	631.87

LOTS 107-109-111 TYLER NOW GROVE ST. LOGAN ADD.	1131.36
LOTS 25-27 BLOCK 2 OHIO ADD.	1030.86
LOTS 29-31 BLOCK 2 OHIO ADD.	642.20
LOTS 23-25 ALICE NOW GREEN ST. FAIRMOUNT PARK ADD.	867.36
W 62 FT LOTS 2-4-6-8-10-12 LORRAINE AVE. FAIRMOUNT PARK ADD.	889.07
LOTS 29-31 MT. VERNON NOW ERIE AVE. GIRARD ADD.	1043.06
LOTS 141-142 FAIRFAX ADD.	1005.08
LOT 13 BLOCK 5 J. WALTER ROSS ADD.	1561.16
LOTS 410-412 PHILLIPS NOW RICHMOND AVE. MARTINSON'S 5TH. ADD.	716.48
LOTS 117-119-121 DAYTON AVE GLENDALE ADD.	739.41
LOTS 41-43 BLOCK G SOUTH UNIVERSITY PLACE ADD.	485.21
LOT 189 SIMMONS AVE RICHMONDS 3RD. ADD.	215.65
LOTS 169-171 GORDON AVE RICHMONDS 3RD. ADD.	687.73
LOT 1 & VAC 10TH. ST. ADJ ON N BLOCK 5 GOLDEN GARDENS ADD.	883.80

LOT 15 BLOCK 7 DOWNTOWN'S 1ST. ADD.	1116.64
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SECTION 2. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

LOTS 24-26 BLOCK 3 KANSAS ADD.	582.60
LOTS 87-89 BLOCK 8 OHIO ADD.	585.00
LOT 5 BLOCK 18 SHADY BROOK ADD.	776.80
LOTS 6-8 BLOCK H EAST UNIVERSITY ADD.	929.64
LOTS 13-15 BLOCK I EAST UNIVERSITY ADD.	882.72
LOTS 1213-1215 JACKSON ST. LEWELLEN ADD.	864.52
LOTS 52-54 IDA AVE. KELSCH 3RD. ADD.	805.00
W 94 FT LOTS 2-4 PIATT AVE. STITES BROS. 2ND. ADD.	723.34
LOTS 96-97 ROSENTHAL'S 2ND. ADD.	1226.00
LOTS 173-175 STRONG NOW ASH ST LOGAN ADD	1050.00
N 16 2/3 FT LOT 1203 & S 16 2/3 FT LOT 1205 WICHITA ST. LEWELLEN'S 2ND. ADD.	883.20

LOTS 80-82 WATER ST. TILFORD'S ADD.	914.92
LOTS 58-60 WASHINGTON AVE. FOREST PARK ADD.	1867.08
LOTS 25-27 BLOCK 1 ALLEN & SMITH ADD	303.40
LOTS 79-81 STRONG NOW ASH ST. STOUT'S ADD.	921.20
LOTS 93-95 PIATT AVE. PARKVIEW ADD.	659.80
LOTS 97-99 POPLAR ST. FAIRMOUNT PARK ADD.	933.20
LOTS 18-20 GOETHE NOW ESTELLE AVE. ROSE HILL ADD.	755.00
LOTS 2-4-6 YALE AVE. ROBERTSON & SMITH'S SUB.	262.59
E 75 FT S 120 FT LOT 15 BLOCK D BROWN'S SUB. OF COLLEGE HILL ADD.	1211.88
LOT 2 BLOCK C YALE HEIGHTS ADD.	730.00
LOT 4 BLOCK G YALE HEIGHTS ADD.	243.40
LOT 5 BLOCK 2 KEN-MAR ADD.	655.00
THAT PT LOT 4 BEG NW COR SLY 38.92 FT SELY 109.2 FT TO E LI N 53.3 FT TO NE COR WLY 109.44 FT TO BEG BLOCK 3 FIRST ADD. TO CEDAR RIDGE	480.00

LOT 7 BLOCK 6 OAK KNOLL 2ND. ADD.	739.13
LOT 35 & ELY 4 FT LOT 34 BLOCK 1 SMITHMOOR FIRST ADD.	757.39
N 279.16 FT LOT 7 FREEMAN'S ADD.	346.43
LOTS 11-12-13 BLOCK 2 FRUITVALE PARK ADD.	579.00
LOT 9 BLOCK D QUINDARO PARK ADD.	865.84
LOT 16 BLOCK 5 RIDGEVIEW ADD.	306.39
LOT 15 WESTWOOD ADD.	1227.20
LOT 11 BLOCK C WESTVIEW ADD.	1177.20
LOT 4 BLOCK A MEADOWVIEW ESTATES ADD.	237.80
LOT 4 EXC S 10 FT NORTHERN ACRES ADD.	1041.00
LOT 3 BLOCK 6 SHADYBROOK FARM ADD.	452.80
W 100 FT E 166 FT LOT 39 3RD. CLARKDALE SUB.	2046.41
LOT 7 BLOCK A SOUTHERN RIDGE 4TH ADD	722.60
LOT 12 BLOCK A SOUTHERN RIDGE 4TH ADD	658.50

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **15th day of January, 2013.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
January 8, 2013

TO: Mayor and City Council

SUBJECT: Moody's Rating Application

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the application.

Background: The City of Wichita requests or applies to bond rating agencies to "rate" the City's bonds or notes each time the City has a sale. Ratings are used by investors as a substitute for or to enhance research when making a decision on purchasing bonds and may affect the degree of investor receptivity as well as the cost of borrowing. One of the current bond rating agencies is *Moody's*. A credit rating is *Moody's* opinion regarding the creditworthiness of an entity, a debt or financial obligation, debt security, preferred share or other financial instrument, or of an issuer of such a debt or financial obligation, debt security, preferred share or other financial instrument, issued using an established and defined ranking system of rating categories. *Moody's* credit ratings do not address any other risk such as liquidity risk, market value risk, or price volatility. Any rating must be construed solely as a statement of opinion and not a statement of fact, an offer, invitation, inducement or recommendation to purchase, sell or hold any securities or otherwise act in relation to the issuer or any other entity or otherwise in connection with any associated transaction or any other matter.

Analysis: Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. *Moody's* is requesting the City to authorize a rating application. The rating application incorporates all terms and conditions of the rating as well as the fee schedule. The rating application will be signed once and remain on file, unless future changes are required.

Financial Considerations: The fee schedule is separated by type of bond or note as well as the size of the issue. Fees can range from \$3,000 to \$140,000 depending on type and size. All fees are paid through the issuance of bonds or notes.

Legal Considerations: The Law Department has approved the application as to form.

Recommendations/Actions: It is recommended that the City Council approve the *Moody's* rating application and authorize the Mayor to sign.

Attachment: Rating Application Authorization

Contents:

TERMS & CONDITIONS APPLICABLE TO PUBLIC FINANCE RATINGS

RATING APPLICATION AUTHORIZATION

FEE SCHEDULE

Overview:

Moody's Code of Professional Conduct states that Moody's employees who approve or participate in determining or monitoring credit ratings, or who are involved in the development or approval of models or methodologies used in providing rating services, will not participate in discussions regarding fees or payments with any rated entity. Therefore, please do not return this Rating Application to any member of the analytic team involved in the rating process (including managers), or include the analytic team (including managers) in any fee-related correspondence. Moody's maintains a separate, dedicated group, not involved in the rating process, for handling Rating Applications and fee and payment discussions. If you have any questions regarding this Rating Application, please contact the Moody's Account Management Team at (212) 553-4055.

Instructions:

1. Please read the Rating Application carefully;
2. Complete page 6 of the Rating Application with the requisite information;
3. Authorize and execute page 6 of the Rating Application; and
4. **Return executed Rating Application to your contact within the Moody's Account Management Team.**

Moody's requires an executed Rating Application prior to the initiation of the rating process.

This Fee Schedule sets out Moody's fees for the period 1/1/2012 to 12/31/2012. Moody's reserves the right to revise this Fee Schedule from time to time. If Moody's does not revise this Fee Schedule, the current Fee Schedule will also apply in subsequent periods. Please request a current Fee Schedule at the time of your rating assignment.

TERMS & CONDITIONS APPLICABLE TO PUBLIC FINANCE RATINGS

The following terms and conditions shall be deemed incorporated into and shall form a part of the Rating Application, and all references to the “Rating Application” herein shall include such terms and conditions as well as the Fee Schedule set forth below.

A. General

1. **Credit Rating Definition.** A credit rating is Moody's opinion regarding the creditworthiness of an entity, a debt or financial obligation, debt security, preferred share or other financial instrument, or of an issuer of such a debt or financial obligation, debt security, preferred share or other financial instrument, issued using an established and defined ranking system of rating categories. Moody's credit ratings do not address any other risk, including but not limited to: liquidity risk, market value risk, or price volatility. Any rating must be construed solely as a statement of opinion and not a statement of fact, an offer, invitation, inducement or recommendation to purchase, sell or hold any securities or otherwise act in relation to the Issuer or any other entity or otherwise in connection with any associated transaction or any other matter.

B. Applicant Warranties and Covenants

1. **Agreement to Provide Information.** The undersigned agrees to furnish to Moody's and will procure that the Issuer furnishes Moody's with pertinent financial reports, final deal documents and other information and data reasonably required by Moody's, in good faith, in order that Moody's may appraise the Issuer or the specific issue. For purposes of this Rating Application, the term “undersigned” refers to the applicant named on the signature page below and not the individual executing this Rating Application on behalf of such applicant. The undersigned also agrees on an ongoing basis to provide or procure the provision of updated information, including periodic financial reports, and copies of compliance certificates, amendments or waivers, and any other appropriate information (i) reasonably requested by Moody's for the purpose of monitoring the rating or (ii) that, in the undersigned's reasonable judgment, would be needed by Moody's to monitor the rating based on (x) facts and circumstances known to the undersigned and (y) Moody's prior information requests~~pertinent information which may be necessary for the purposes of monitoring the rating.~~
2. **Warranties with Respect to Information Provided to Moody's.** The undersigned hereby confirms that it has all legal rights and/or has obtained the relevant consents necessary to disclose the information to Moody's, and that such information is not subject to any restrictions imposed by the relevant underlying issuer or obligor or any legal or regulatory restrictions that would prevent use by Moody's for the purposes envisaged by the Rating Application and its ratings process. The undersigned agrees and acknowledges that it is solely responsible and liable for the quality of the information provided, Moody's will rely on such information in its analysis and Moody's will not be obliged to verify, audit or validate independently any such information. The undersigned warrants that it has undertaken all reasonable due diligence in respect of such information and all information supplied is in all material respects true, accurate, to its best knowledge, complete, and not misleading. It is understood that Moody's may aggregate and/or transform any information provided by or on behalf of the Issuer so that it is not capable of association with any individual issuer, and publish, distribute or use such aggregated or transformed data in connection with its products and services. The terms of the Rating Application supersede any other terms and conditions relating to the information, including terms and conditions of any website or electronic data room in which any of the information is posted, which terms and conditions will not apply to Moody's.
3. **Payment of Fees.** The undersigned agrees that the Issuer will pay fees determined in accordance with the schedule outlined within the following pages of the Rating Application. Moody's reserves the right to revise the Rating Application.
4. **Use of Rating for Intended Purpose Only.** The undersigned agrees that any rating requested and assigned shall only be used for its intended purpose.
5. **Office of Foreign Assets Control Warranty.** The undersigned represents and warrants that, to the best of its knowledge, except to the extent prohibited or penalized under U.S. law:
 - (a) neither the undersigned nor the Issuer, or any officer, director, employee, affiliate or agent thereof, nor any person that owns (50 or more percent) or controls, directly or indirectly, the undersigned or the Issuer is a person, which is included on a list of prohibited persons published by the government of a

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country with jurisdiction over Moody's, the Issuer, or the undersigned, including but not limited to the List of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.K. Consolidated Financial Sanctions List published by Her Majesty's Treasury and no such prohibited person currently has any interest in any asset that is relevant to the rating(s) requested through the Rating Application; and

- (b) neither the undersigned nor the Issuer nor any person that owns (50 or more percent) or controls, directly or indirectly, the undersigned or the Issuer is organized, headquartered, or ordinarily resident in a country that is subject to economic and/or trade sanctions imposed by the United States Government, including but not limited to Burma, Cuba, North Korea, Iran, Syria, or Sudan or a governmental instrumentality of such country and no portion of any asset—that is relevant to the rating(s) requested through the Rating Application originated from, or relates to commerce involving, such persons or countries.

The undersigned agrees to notify Moody's if it learns that these circumstances have changed and further agrees that in the event that Moody's determines that it is prohibited under applicable law from issuing any rating hereunder, Moody's may terminate its activity in connection with such rating and will not be obligated to produce to any person any work product or other information developed by Moody's in connection with such rating activity.

C. Moody's Reservation of Rights and Disclaimers

1. **Moody's Right to Issue, Revise or Withdraw Rating.** It is understood that Moody's rating or any corresponding outlook, if assigned, will be subject to revision, suspension or withdrawal, or may be placed on review, by Moody's at any time, without notice, in the sole discretion of Moody's. It is further understood that Moody's is an independent rating agency and is therefore free to determine, apply and amend from time to time its methodologies in its sole discretion in accordance with applicable law.
2. **Disclaimer of Advice.** Moody's is not providing and shall not provide any financial, legal, tax, advisory, consultative or business services to the Issuer, or advice on structuring transactions or drafting or negotiating transaction documentation. The Issuer and/or the undersigned should take their own legal, tax, financial and other advice when structuring, negotiating and documenting transactions. A rating opinion or discussions with Moody's analysts shall not be deemed as rendering advice on business operations.
3. **RACs.** Moody's is not party to any transaction documents and therefore is not bound by clauses in such transaction documents that provide that certain amendments to the structure or documentation of the transaction are contingent upon receipt from a rating agency of a statement that the amendment will not result in a change in, or withdrawal of, the existing rating maintained by that rating agency. Moody's is not obliged to give any such statement and retains sole discretion whether to do so. The provisions of this Application shall apply to any letter or other communication, such as a press release, from Moody's (each such letter or communication, a "RAC") issued after consideration of a request by the undersigned that Moody's provide such statement, and references to "rating" herein shall be deemed to include any such RACs. In the event that Moody's provides the undersigned a RAC, which has not been publicly disclosed by Moody's, the undersigned shall keep the RAC strictly confidential, and not disclose it to any person without Moody's prior written consent.
4. **Limitation of Liability.** Moody's does not guarantee or make any representation or warranty as to the correctness of any information, rating, RAC or communication relating to the Issuer or the undersigned. Notwithstanding anything to the contrary contained herein, Moody's shall not be liable in contract, tort, statutory duty or otherwise to the Issuer or the undersigned or any other third party for any loss, injury or cost caused to the Issuer or the undersigned or any other third party, in whole or in part, including by any negligence (but excluding fraud, dishonesty and/or willful misconduct or any other type of liability that by law cannot be excluded) on the part of, or any contingency within or beyond the control of, Moody's, or any of its directors, officers, employees, agents or affiliates, including any losses arising from or in connection with the procuring, compilation, analysis, interpretation, communication, dissemination, or delivery of any information, RAC or rating relating to the undersigned or the Issuer, the withdrawal of any such rating and any associated disclosure, the inability to issue or monitor a rating due to legislative, judicial or administrative decisions, any change in Moody's methodologies, any unauthorized publication, unauthorized use or any misuse, or any reliance otherwise acknowledged as inappropriate.

D. Moody's Policies

This Fee Schedule sets out Moody's fees for the period 1/1/2012 to 12/31/2012. Moody's reserves the right to revise this Fee Schedule from time to time. If Moody's does not revise this Fee Schedule, the current Fee Schedule will also apply in subsequent periods. Please request a current Fee Schedule at the time of your rating assignment.

1. **Use of Ratings.** Moody's does not consent to or authorize the use of its rating(s) in any registration statement, offering circular, or prospectus ("Offering Documents"), notwithstanding any past communications or dealings of the parties or anything herein to the contrary. The preceding sentence does not prohibit the disclosure of, or reference to, a Moody's rating in an Offering Document except in circumstances where such disclosure of, or reference to, a Moody's rating in an Offering Document would require a consent or authorization from Moody's to be given and/or filed under any applicable laws, regulations, directives or rules (including, if applicable, the U.S. securities laws or the rules of any securities market or securities exchange). For the avoidance of doubt, if as a result thereof Moody's consent would be required to be filed with the United States Securities and Exchange Commission, the following actions may not be taken by the undersigned or by any other offering participant without the prior written authorization of Moody's, which authorization may be withheld or withdrawn in the sole discretion of Moody's: quoting, summarizing, incorporating by reference, linking by hyperlink or otherwise disclosing or using in any Offering Document, or in any other way referencing, disclosing or disseminating in any other written communication (including a written communication as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) any of the following: (i) the fact that the undersigned has applied to Moody's for a rating, (ii) the fact that Moody's has reviewed information provided by the undersigned in connection with the assignment of a rating, (iii) the fact that Moody's has assigned a rating, and/or (iv) the rating, if any, assigned by Moody's.
2. **Web Posting.** To the extent Moody's publishes written research or press releases specifically regarding the Issuer, as a direct result of the Rating Application, Issuer will not link to or post same on its website.
3. **Moody's Privacy Policy.** For information on how we process and protect personal data, please see our Privacy Policy available at moodys.com.

E. Miscellaneous

1. **Entire Agreement.** The Rating Application represents the whole and only agreement in relation to the subject matter of the Rating Application and supersedes any previous agreement between Moody's and the undersigned in relation to that subject matter. Accordingly, all other terms, conditions, representations, warranties and other statements which would otherwise be implied (by law or otherwise) shall not form part of the Rating Application. The parties hereto agree that in connection with any amendment, modification, supplement, restatement or waiver of any provision of the Rating Application, at any time, no consent or agreement to any such amendment, modification, supplement, restatement or waiver shall be deemed effective and binding upon the other party if such consent or agreement is provided by means of an electronic clickthrough or any other electronic form of acceptance, and the undersigned agrees that neither Moody's nor any affiliate, employee or agent of Moody's shall be bound by or subject to any terms or conditions of use (hereinafter "Website Terms") for access to a web site containing information with respect to the issuer or securities to which this Rating Application relates, including, without limitation, any website established by a third party engaged by or acting on behalf of the undersigned or the Issuer, even if Moody's or any affiliate, employee or agent of Moody's clicks-through or has clicked-through such Website Terms by electronic means at any time before or after the date hereof. The parties agree that no amendment, modification, supplement, restatement or waiver of the preceding sentence shall in any event be effective without the written consent of both parties, provided that such consent shall be effective only if evidenced by a writing signed by hand by an authorized representative of the Global Commercial Group of Moody's or a corporate officer or the holder of a power of attorney of Moody's and an authorized representative of the undersigned.
2. **Assignment.** In the Rating Application, Moody's refers to the Moody's entity specified above and all its relevant group companies. Moody's group companies are entitled to the benefit of the protective provisions in the Rating Application. Moody's may assign the Rating Application to any other Moody's group company.
3. **Third Party Contractors and Agents.** It is understood that Moody's may use third party contractors or agents bound by confidentiality obligations to assist in the ratings process or its related business and research activities.
4. **Governing Law and Jurisdiction.** All contractual or non-contractual duties, obligations and liabilities of the Issuer arising from or in connection with the Rating Application shall be governed by and construed in accordance with the laws of the State of Kansas and subject to the exclusive jurisdiction of the courts of the State of Kansas. All contractual or non-contractual duties, obligations and liabilities of the Moody's arising from or in connection with the Rating Application shall be governed by and construed in accordance with the laws of the State of New York and subject to the exclusive jurisdiction of the courts of the State of New York..
5. **No Third Party Beneficiaries.** The Rating Application is intended to be solely for the benefit of the parties hereto and nothing expressed or referred to in the Rating Application shall be construed to give any person other

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than Moody's and the undersigned any legal or equitable right, remedy or claim under or with respect to the Rating Application or any provision of the Rating Application, except such rights as shall inure to a successor or permitted assignee pursuant to this Section E3 above.

6. **Severability.** If any provision of the Rating Application, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, then the remainder of the Rating Application and the application of such provision to other persons or circumstances shall be interpreted so as reasonably to effect the intent hereof, and such void or unenforceable provision of the Rating Application shall be replaced with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.
7. **Confidentiality.** To the extent permitted by applicable law, the undersigned agrees to keep the provisions of the Rating Application and any other non-public information with respect to the rating disclosed by Moody's to the undersigned confidential and not to disclose such provisions or information to any person except (i) affiliates, officers, directors, employees, representatives, agents and advisors, and (ii) as required by applicable law, rule or regulation (including the Kansas Open Records Act or any regulations promulgated thereunder and any similar laws and/or regulations), or at the request of any governmental agency or authority having jurisdiction. The undersigned will cause its affiliates, officers, directors, employees, representatives, agents and advisors to comply with the foregoing.
8. **Termination.** The Rating Application will renew annually on the anniversary of the date executed unless Moody's or the undersigned provides thirty (30) days prior written notice; provided, however, that if the undersigned is applying for an unpublished rating hereunder, then this Application shall not renew and in the event that the undersigned wishes to apply for a public rating in connection with the subject matter of the Rating Application, the undersigned must execute and deliver to Moody's a new rating application with respect to such rating. Any termination of The Rating Application shall not restrict Moody's from maintaining, revising or withdrawing any rating on the undersigned or any third party. The Rating Application can be terminated at any time by Moody's or upon at least 3 months written notice by the undersigned. In the event of termination by the undersigned 3 months or more prior to the end of the then current annual billing period or in the event of termination by Moody's, the undersigned will pay Moody's all fees due in respect of the then current annual billing period. In the event of termination by the undersigned less than 3 months prior to the end of the then current annual billing period, the undersigned will pay Moody's all fees due in respect of the then current annual billing period, plus a pro rata portion of the fees in respect of the next annual billing period representing the proportion of the notice period that falls within the next annual billing period.

This Fee Schedule sets out Moody's fees for the period 1/1/2012 to 12/31/2012. Moody's reserves the right to revise this Fee Schedule from time to time. If Moody's does not revise this Fee Schedule, the current Fee Schedule will also apply in subsequent periods. Please request a current Fee Schedule at the time of your rating assignment.

RATING APPLICATION AUTHORIZATION (Please Print/Type)

Please do not return this Rating Application to any member of the analytic team involved in the rating process (including managers). Please return this Rating Application to your contact within the Moody's Account Management Team.

The undersigned hereby applies for Moody's rating(s):

ISSUING AUTHORITY NAME (if applicable)

BORROWING ENTITY'S NAME

PLEASE COMPLETE THIS SECTION (check only one):

- ☐ 1. Indicative Rating (Private Unmonitored Point- in-Time Rating)
☐ 2. Public Rating

PLEASE PRINT OR TYPE

APPLICANT: _____

BY: _____ TITLE: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: (____) _____ FAX NUMBER: (____) _____

EMAIL: _____

AUTHORIZED BY (signature): _____ DATE: _____

PRINT NAME: _____ TITLE: _____

This Fee Schedule sets out Moody's fees for the period 1/1/2012 to 12/31/2012. Moody's reserves the right to revise this Fee Schedule from time to time. If Moody's does not revise this Fee Schedule, the current Fee Schedule will also apply in subsequent periods. Please request a current Fee Schedule at the time of your rating assignment.

Moody's Public Finance Group
2012 Rating Fee Schedule
Local Governments

Moody's Code of Professional Conduct states that Moody's employees who approve or participate in determining or monitoring credit ratings, or who are involved in the development or approval of models or methodologies used in providing rating services, will not participate in discussions regarding fees or payments with any rated entity. Therefore, please do not return this rating application or Fee Schedule to any member of the analytic team involved in the rating process (including managers), or include the analytic team (including managers) in any fee-related correspondence. Moody's maintains a separate, dedicated group not involved in the rating process for handling applications, fee schedules and fee and payment discussions. If you have any questions regarding this Application or Fee Schedule, please contact the Moody's Account Management Team.

Moody's rating fees are shown in the schedule below.

Issue Size	General Obligation Bonds	Revenue, Lease, Special Tax & State Revolving Fund Bonds	Short Term Notes
Less than \$1 mil.**	\$8,000	\$10,000	\$3,000
\$1 mil to \$4,999,999	\$9,500	\$10,000	\$6,000
\$5 mil. to \$9,999,999	\$11,500	\$14,000	\$7,000
\$10 mil. to \$19,999,999	\$15,500	\$17,000	\$9,000
\$20 mil. to \$24,999,999	\$15,500	\$21,000	\$10,000
\$25 mil. to \$34,999,999	\$22,000	\$21,000	\$13,000
\$35 mil. to \$39,999,999	\$22,000	\$26,000	\$13,000
\$40 mil. to \$49,999,999	\$22,000	\$26,000	\$15,000
\$50 mil. to \$74,999,999	\$26,500	\$34,000	\$18,000
\$75 mil. to \$89,999,999	\$37,000	\$40,000	\$21,000
\$90 mil. to \$99,999,999	\$37,000	\$49,000	\$21,000
\$100 mil. to \$149,999,999	\$57,000	\$67,000	\$32,000
\$150 mil. to \$199,999,999	\$77,000	\$82,000	\$42,000
\$200 mil. to \$299,999,999	\$100,000	\$105,000	\$60,000
\$300 mil. to \$499,999,999	\$100,000	\$125,000	\$75,000
\$500 mil. to \$999,999,999	\$105,000	\$140,000	\$80,000
\$1 bil. and over	Case by case	Case by case	Case by case

This Fee Schedule sets out Moody's fees for the period 1/1/2012 to 12/31/2012. Moody's reserves the right to revise this Fee Schedule from time to time. If Moody's does not revise this Fee Schedule, the current Fee Schedule will also apply in subsequent periods. Please request a current Fee Schedule at the time of your rating assignment.

**Moody's Public Finance Group
2012 Rating Fee Schedule
Local Governments**

Bond Anticipation Notes:

Issue Size	Standard Fee
Less than \$5,000,000	\$3,000
\$5,000,000 - \$9,999,999	\$4,000
\$10,000,000 - \$14,999,999	\$5,000
\$15,000,000 - \$24,999,999	\$8,000
\$25,000,000 - \$49,999,999	\$10,000
\$50,000,000 - \$74,999,999	\$15,000
\$75,000,000 - \$99,999,999	\$20,000
\$100,000,000 - \$249,999,999	\$30,000
\$250,000,000 - \$499,999,999	\$40,000
\$500,000,000 - \$749,999,999	\$50,000
\$750,000,000 - \$999,999,999	\$60,000
\$1,000,000,000 and over	\$75,000

Commercial Paper

The Initial and annual fee for program sizes less than \$100m is \$16,000 and \$18,500 if greater than \$100m. Annual fees will be discounted for multiple programs.

Variable Rate Issues

Initial and annual fees for Variable Rate issues are as follows:

Initially: Additional \$6,750 added to the long term fees.

Annual Fees - based on principal amount (Excludes self-liquidity):

Less than \$5m	\$3,250
\$5m - \$9.9m	\$5,250
\$10m and over	\$7,250

Self Liquidity

Less than \$500m	\$15,000
\$500m-\$1b	\$20,000
\$1b and over	\$25,000

Annual Fees are non-refundable.

Amendments to existing variable rate transactions

\$1,200	Applies to extension of credit or liquidity enhancement.
\$1,500 and up	Applies to Rating Agency Comment or affirmation of rating.
\$6,000	Applies to substitution of credit or liquidity enhancement with no provision changes. Where there are multiple deals with identical documents, the fee for the first deal is \$6,000 and each additional deal is \$3,000.

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Moody's Public Finance Group

2012 Rating Fee Schedule

Local Governments

Amendments to existing variable rate transactions (continued)

\$7,500	Applies to substitution of credit or liquidity enhancement with provision changes (amending auto terminations, amending indentures, changing any other document other than the LOC/SBPA). Where there are multiple deals with identical documents, the fee for the first deal is \$7,500 and each additional deal is \$3,750.
80% of new issuance fee	Applies to restructuring of security and complex substitutions, i.e., when the replacement credit or liquidity enhancement is a different type of enhancement vehicle.

Bank Bonds

A \$5,000 fee will be charged for Bank Bond Ratings assigned in conjunction with the rating of the initial bonds.

Termination of Rating Process

Applicable when substantial analytical research is provided, but the rating process is terminated. The fee is 75% of what the fee would have been if the rating process had not been terminated. This fee is payable at the time of the termination of the rating process. However, if the issue is reactivated and a rating is assigned within six months of the termination of the rating process, this fee will be credited against the applicable rating fee. Any excess over the actual charges for the definitive rating is non-refundable.

Postponed/Canceled Sales

The fee for an issue that has been assigned a rating and is subsequently canceled or postponed will be 75% of that which would have been applicable had the issue sold. The fee is payable at the time of cancellation or postponement. If the issue sells within six months, the balance of the original fee will be invoiced. Any excess over the actual charges for the definitive rating is non-refundable.

Indicative Rating Service

The fee for an issue that has been assigned a preliminary rating indicator will be 75% of the standard fee. If an application for a public underlying and/or insured rating is received within six months of the assignment of the indicative rating, the indicative rating fee will be credited against the charges outlined on the current fee schedule. Moody's reserves the right to publish its ratings upon any public disclosure of the ratings. Any excess of the indicative rating fee over the actual charges for the subsequently assigned definitive rating is non-refundable.

Preferred Pricing

Preferred Pricing is applied only in circumstances where Moody's has rated an issue during the prior 9 months and there are no outstanding unpaid rating fees. Moody's normal BAN rating fees are discounted for preferred pricing clients. Contact the Moody's Account Management Team to verify eligibility. Preferred Pricing clients issuing bonds in the amount of \$500,000 or less would be charged \$2,500.

Complex Financings

Moody's may charge an additional fee of up to \$105,000 for certain types of complex financings. Please contact the Moody's Account Management Team to discuss whether such complex deal fees apply to a planned financing.

Rapid Turnaround

A fee of up to \$8,500 may be charged at Moody's sole discretion if there is a request for expedient delivery of a rating.

Additional Fee for 3rd Party Service Providers/Out-of-pocket expenses

Moody's may: (i) request reimbursement of reasonable travel and related expenses; and (ii) in some instances, charge an additional fee for services/opinions provided by a third party in connection with the ratings process. In either of these circumstances, Moody's will seek confirmation from the applicant in advance. Any such fees will be payable upon receipt of an invoice from Moody's.

Pooled financings, letters of credit and structured issues are not included in any of the above rates.

Moody's reserves the right to change rating fees without prior notification.

All inquiries may be directed to the Moody's Account Management Team at (212) 553-4055.

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RATING APPLICATION AUTHORIZATION

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Overview:

Moody's Code of Professional Conduct states that Moody's employees who approve or participate in determining or monitoring credit ratings, or who are involved in the development or approval of models or methodologies used in providing rating services, will not participate in discussions regarding fees or payments with any rated entity. Therefore, please do not return this Rating Application to any member of the analytic team involved in the rating process (including managers), or include the analytic team (including managers) in any fee-related correspondence. Moody's maintains a separate, dedicated group, not involved in the rating process, for handling Rating Applications and fee and payment discussions. If you have any questions regarding this Rating Application, please contact the Moody's Account Management Team at (212) 553-4055.

Instructions:

1. Please read the Rating Application carefully;
2. Complete page 6 of the Rating Application with the requisite information;
3. Authorize and execute page 6 of the Rating Application; and
4. **Return executed Rating Application to your contact within the Moody's Account Management Team.**

Moody's requires an executed Rating Application prior to the initiation of the rating process.

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TERMS & CONDITIONS APPLICABLE TO PUBLIC FINANCE RATINGS

The following terms and conditions shall be deemed incorporated into and shall form a part of the Rating Application, and all references to the “Rating Application” herein shall include such terms and conditions as well as the Fee Schedule set forth below.

A. General

1. **Credit Rating Definition.** A credit rating is Moody's opinion regarding the creditworthiness of an entity, a debt or financial obligation, debt security, preferred share or other financial instrument, or of an issuer of such a debt or financial obligation, debt security, preferred share or other financial instrument, issued using an established and defined ranking system of rating categories. Moody's credit ratings do not address any other risk, including but not limited to: liquidity risk, market value risk, or price volatility. Any rating must be construed solely as a statement of opinion and not a statement of fact, an offer, invitation, inducement or recommendation to purchase, sell or hold any securities or otherwise act in relation to the Issuer or any other entity or otherwise in connection with any associated transaction or any other matter.

B. Applicant Warranties and Covenants

1. **Agreement to Provide Information.** The undersigned agrees to furnish to Moody's and will procure that the Issuer furnishes Moody's with pertinent financial reports, final deal documents and other information and data reasonably required by Moody's, in good faith, in order that Moody's may appraise the Issuer or the specific issue. For purposes of this Rating Application, the term “undersigned” refers to the applicant named on the signature page below and not the individual executing this Rating Application on behalf of such applicant. The undersigned also agrees on an ongoing basis to provide or procure the provision of updated information, including periodic financial reports, and copies of compliance certificates, amendments or waivers, and any other appropriate information (i) reasonably requested by Moody's for the purpose of monitoring the rating or (ii) that, in the undersigned's reasonable judgment, would be needed by Moody's to monitor the rating based on (x) facts and circumstances known to the undersigned and (y) Moody's prior information requests.
2. **Warranties with Respect to Information Provided to Moody's.** The undersigned hereby confirms that it has all legal rights and/or has obtained the relevant consents necessary to disclose the information to Moody's, and that such information is not subject to any restrictions imposed by the relevant underlying issuer or obligor or any legal or regulatory restrictions that would prevent use by Moody's for the purposes envisaged by the Rating Application and its ratings process. The undersigned agrees and acknowledges that it is solely responsible and liable for the quality of the information provided, Moody's will rely on such information in its analysis and Moody's will not be obliged to verify, audit or validate independently any such information. The undersigned warrants that it has undertaken all reasonable due diligence in respect of such information and all information supplied is in all material respects true, accurate, to its best knowledge, complete, and not misleading. It is understood that Moody's may aggregate and/or transform any information provided by or on behalf of the Issuer so that it is not capable of association with any individual issuer, and publish, distribute or use such aggregated or transformed data in connection with its products and services. The terms of the Rating Application supersede any other terms and conditions relating to the information, including terms and conditions of any website or electronic data room in which any of the information is posted, which terms and conditions will not apply to Moody's.
3. **Payment of Fees.** The undersigned agrees that the Issuer will pay fees determined in accordance with the schedule outlined within the following pages of the Rating Application. Moody's reserves the right to revise the Rating Application.
4. **Use of Rating for Intended Purpose Only.** The undersigned agrees that any rating requested and assigned shall only be used for its intended purpose.
5. **Office of Foreign Assets Control Warranty.** The undersigned represents and warrants that, to the best of its knowledge, except to the extent prohibited or penalized under U.S. law:
 - (a) neither the undersigned nor the Issuer, or any officer, director, employee, affiliate or agent thereof, nor any person that owns (50 or more percent) or controls, directly or indirectly, the undersigned or the Issuer is a person, which is included on a list of prohibited persons published by the government of a country with jurisdiction over Moody's, the Issuer, or the undersigned, including but not limited to the

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List of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.K. Consolidated Financial Sanctions List published by Her Majesty's Treasury and no such prohibited person currently has any interest in any asset that is relevant to the rating(s) requested through the Rating Application; and

- (b) neither the undersigned nor the Issuer nor any person that owns (50 or more percent) or controls, directly or indirectly, the undersigned or the Issuer is organized, headquartered, or ordinarily resident in a country that is subject to economic and/or trade sanctions imposed by the United States Government, including but not limited to Burma, Cuba, North Korea, Iran, Syria, or Sudan or a governmental instrumentality of such country and no portion of any asset—that is relevant to the rating(s) requested through the Rating Application originated from, or relates to commerce involving, such persons or countries.

The undersigned agrees to notify Moody's if it learns that these circumstances have changed and further agrees that in the event that Moody's determines that it is prohibited under applicable law from issuing any rating hereunder, Moody's may terminate its activity in connection with such rating and will not be obligated to produce to any person any work product or other information developed by Moody's in connection with such rating activity.

C. Moody's Reservation of Rights and Disclaimers

1. **Moody's Right to Issue, Revise or Withdraw Rating.** It is understood that Moody's rating or any corresponding outlook, if assigned, will be subject to revision, suspension or withdrawal, or may be placed on review, by Moody's at any time, without notice, in the sole discretion of Moody's. It is further understood that Moody's is an independent rating agency and is therefore free to determine, apply and amend from time to time its methodologies in its sole discretion in accordance with applicable law.
2. **Disclaimer of Advice.** Moody's is not providing and shall not provide any financial, legal, tax, advisory, consultative or business services to the Issuer, or advice on structuring transactions or drafting or negotiating transaction documentation. The Issuer and/or the undersigned should take their own legal, tax, financial and other advice when structuring, negotiating and documenting transactions. A rating opinion or discussions with Moody's analysts shall not be deemed as rendering advice on business operations.
3. **RACs.** Moody's is not party to any transaction documents and therefore is not bound by clauses in such transaction documents that provide that certain amendments to the structure or documentation of the transaction are contingent upon receipt from a rating agency of a statement that the amendment will not result in a change in, or withdrawal of, the existing rating maintained by that rating agency. Moody's is not obliged to give any such statement and retains sole discretion whether to do so. The provisions of this Application shall apply to any letter or other communication, such as a press release, from Moody's (each such letter or communication, a "RAC") issued after consideration of a request by the undersigned that Moody's provide such statement, and references to "rating" herein shall be deemed to include any such RACs. In the event that Moody's provides the undersigned a RAC, which has not been publicly disclosed by Moody's, the undersigned shall keep the RAC strictly confidential, and not disclose it to any person without Moody's prior written consent.
4. **Limitation of Liability.** Moody's does not guarantee or make any representation or warranty as to the correctness of any information, rating, RAC or communication relating to the Issuer or the undersigned. Notwithstanding anything to the contrary contained herein, Moody's shall not be liable in contract, tort, statutory duty or otherwise to the Issuer or the undersigned or any other third party for any loss, injury or cost caused to the Issuer or the undersigned or any other third party, in whole or in part, including by any negligence (but excluding fraud, dishonesty and/or willful misconduct or any other type of liability that by law cannot be excluded) on the part of, or any contingency within or beyond the control of, Moody's, or any of its directors, officers, employees, agents or affiliates, including any losses arising from or in connection with the procuring, compilation, analysis, interpretation, communication, dissemination, or delivery of any information, RAC or rating relating to the undersigned or the Issuer, the withdrawal of any such rating and any associated disclosure, the inability to issue or monitor a rating due to legislative, judicial or administrative decisions, any change in Moody's methodologies, any unauthorized publication, unauthorized use or any misuse, or any reliance otherwise acknowledged as inappropriate.

D. Moody's Policies

This Fee Schedule sets out Moody's fees for the period 1/1/2012 to 12/31/2012. Moody's reserves the right to revise this Fee Schedule from time to time. If Moody's does not revise this Fee Schedule, the current Fee Schedule will also apply in subsequent periods. Please request a current Fee Schedule at the time of your rating assignment.

1. **Use of Ratings.** Moody's does not consent to or authorize the use of its rating(s) in any registration statement, offering circular, or prospectus ("Offering Documents"), notwithstanding any past communications or dealings of the parties or anything herein to the contrary. The preceding sentence does not prohibit the disclosure of, or reference to, a Moody's rating in an Offering Document except in circumstances where such disclosure of, or reference to, a Moody's rating in an Offering Document would require a consent or authorization from Moody's to be given and/or filed under any applicable laws, regulations, directives or rules (including, if applicable, the U.S. securities laws or the rules of any securities market or securities exchange). For the avoidance of doubt, if as a result thereof Moody's consent would be required to be filed with the United States Securities and Exchange Commission, the following actions may not be taken by the undersigned or by any other offering participant without the prior written authorization of Moody's, which authorization may be withheld or withdrawn in the sole discretion of Moody's: quoting, summarizing, incorporating by reference, linking by hyperlink or otherwise disclosing or using in any Offering Document, or in any other way referencing, disclosing or disseminating in any other written communication (including a written communication as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) any of the following: (i) the fact that the undersigned has applied to Moody's for a rating, (ii) the fact that Moody's has reviewed information provided by the undersigned in connection with the assignment of a rating, (iii) the fact that Moody's has assigned a rating, and/or (iv) the rating, if any, assigned by Moody's.
2. **Web Posting.** To the extent Moody's publishes written research or press releases specifically regarding the Issuer, as a direct result of the Rating Application, Issuer will not link to or post same on its website.
3. **Moody's Privacy Policy.** For information on how we process and protect personal data, please see our Privacy Policy available at moodys.com.

E. Miscellaneous

1. **Entire Agreement.** The Rating Application represents the whole and only agreement in relation to the subject matter of the Rating Application and supersedes any previous agreement between Moody's and the undersigned in relation to that subject matter. Accordingly, all other terms, conditions, representations, warranties and other statements which would otherwise be implied (by law or otherwise) shall not form part of the Rating Application. The parties hereto agree that in connection with any amendment, modification, supplement, restatement or waiver of any provision of the Rating Application, at any time, no consent or agreement to any such amendment, modification, supplement, restatement or waiver shall be deemed effective and binding upon the other party if such consent or agreement is provided by means of an electronic clickthrough or any other electronic form of acceptance, and the undersigned agrees that neither Moody's nor any affiliate, employee or agent of Moody's shall be bound by or subject to any terms or conditions of use (hereinafter "Website Terms") for access to a web site containing information with respect to the issuer or securities to which this Rating Application relates, including, without limitation, any website established by a third party engaged by or acting on behalf of the undersigned or the Issuer, even if Moody's or any affiliate, employee or agent of Moody's clicks-through or has clicked-through such Website Terms by electronic means at any time before or after the date hereof. The parties agree that no amendment, modification, supplement, restatement or waiver of the preceding sentence shall in any event be effective without the written consent of both parties, provided that such consent shall be effective only if evidenced by a writing signed by hand by an authorized representative of the Global Commercial Group of Moody's or a corporate officer or the holder of a power of attorney of Moody's and an authorized representative of the undersigned.
2. **Assignment.** In the Rating Application, Moody's refers to the Moody's entity specified above and all its relevant group companies. Moody's group companies are entitled to the benefit of the protective provisions in the Rating Application. Moody's may assign the Rating Application to any other Moody's group company.
3. **Third Party Contractors and Agents.** It is understood that Moody's may use third party contractors or agents bound by confidentiality obligations to assist in the ratings process or its related business and research activities.
4. **Governing Law and Jurisdiction.** All contractual or non-contractual duties, obligations and liabilities of the Issuer arising from or in connection with the Rating Application shall be governed by and construed in accordance with the laws of the State of Kansas and subject to the exclusive jurisdiction of the courts of the State of Kansas. All contractual or non-contractual duties, obligations and liabilities of the Moody's arising from or in connection with the Rating Application shall be governed by and construed in accordance with the laws of the State of New York and subject to the exclusive jurisdiction of the courts of the State of New York..
5. **No Third Party Beneficiaries.** The Rating Application is intended to be solely for the benefit of the parties hereto and nothing expressed or referred to in the Rating Application shall be construed to give any person other than Moody's and the undersigned any legal or equitable right, remedy or claim under or with respect to the

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Rating Application or any provision of the Rating Application, except such rights as shall inure to a successor or permitted assignee pursuant to this Section E3 above.

6. **Severability.** If any provision of the Rating Application, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, then the remainder of the Rating Application and the application of such provision to other persons or circumstances shall be interpreted so as reasonably to effect the intent hereof, and such void or unenforceable provision of the Rating Application shall be replaced with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.
7. **Confidentiality.** To the extent permitted by applicable law, the undersigned agrees to keep the provisions of the Rating Application and any other non-public information with respect to the rating disclosed by Moody's to the undersigned confidential and not to disclose such provisions or information to any person except (i) affiliates, officers, directors, employees, representatives, agents and advisors, and (ii) as required by applicable law, rule or regulation (including the Kansas Open Records Act or any regulations promulgated thereunder and any similar laws and/or regulations), or at the request of any governmental agency or authority having jurisdiction. The undersigned will cause its affiliates, officers, directors, employees, representatives, agents and advisors to comply with the foregoing.
8. **Termination.** The Rating Application will renew annually on the anniversary of the date executed unless Moody's or the undersigned provides thirty (30) days prior written notice; provided, however, that if the undersigned is applying for an unpublished rating hereunder, then this Application shall not renew and in the event that the undersigned wishes to apply for a public rating in connection with the subject matter of the Rating Application, the undersigned must execute and deliver to Moody's a new rating application with respect to such rating. Any termination of The Rating Application shall not restrict Moody's from maintaining, revising or withdrawing any rating on the undersigned or any third party. The Rating Application can be terminated at any time by Moody's or upon at least 3 months written notice by the undersigned. In the event of termination by the undersigned 3 months or more prior to the end of the then current annual billing period or in the event of termination by Moody's, the undersigned will pay Moody's all fees due in respect of the then current annual billing period. In the event of termination by the undersigned less than 3 months prior to the end of the then current annual billing period, the undersigned will pay Moody's all fees due in respect of the then current annual billing period, plus a pro rata portion of the fees in respect of the next annual billing period representing the proportion of the notice period that falls within the next annual billing period.

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RATING APPLICATION AUTHORIZATION (Please Print/Type)

Please do not return this Rating Application to any member of the analytic team involved in the rating process (including managers). Please return this Rating Application to your contact within the Moody's Account Management Team.

The undersigned hereby applies for Moody's rating(s):

ISSUING AUTHORITY NAME (if applicable)

BORROWING ENTITY'S NAME

PLEASE COMPLETE THIS SECTION (check only one):

- ☐ 1. Indicative Rating (Private Unmonitored Point- in-Time Rating)
☐ 2. Public Rating

PLEASE PRINT OR TYPE

APPLICANT: _____

BY: _____ TITLE: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: (____) _____ FAX NUMBER: (____) _____

EMAIL: _____

AUTHORIZED BY (signature): _____ DATE: _____

PRINT NAME: _____ TITLE: _____

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Moody's Public Finance Group
2012 Rating Fee Schedule
Local Governments

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Moody's rating fees are shown in the schedule below.

Issue Size	General Obligation Bonds	Revenue, Lease, Special Tax & State Revolving Fund Bonds	Short Term Notes
Less than \$1 mil.**	\$8,000	\$10,000	\$3,000
\$1 mil to \$4,999,999	\$9,500	\$10,000	\$6,000
\$5 mil. to \$9,999,999	\$11,500	\$14,000	\$7,000
\$10 mil. to \$19,999,999	\$15,500	\$17,000	\$9,000
\$20 mil. to \$24,999,999	\$15,500	\$21,000	\$10,000
\$25 mil. to \$34,999,999	\$22,000	\$21,000	\$13,000
\$35 mil. to \$39,999,999	\$22,000	\$26,000	\$13,000
\$40 mil. to \$49,999,999	\$22,000	\$26,000	\$15,000
\$50 mil. to \$74,999,999	\$26,500	\$34,000	\$18,000
\$75 mil. to \$89,999,999	\$37,000	\$40,000	\$21,000
\$90 mil. to \$99,999,999	\$37,000	\$49,000	\$21,000
\$100 mil. to \$149,999,999	\$57,000	\$67,000	\$32,000
\$150 mil. to \$199,999,999	\$77,000	\$82,000	\$42,000
\$200 mil. to \$299,999,999	\$100,000	\$105,000	\$60,000
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Moody's Public Finance Group **2012 Rating Fee Schedule** **Local Governments**

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\$75,000,000 - \$99,999,999	\$20,000
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Moody's Public Finance Group

2012 Rating Fee Schedule

Local Governments

Amendments to existing variable rate transactions (continued)

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Applicable when substantial analytical research is provided, but the rating process is terminated. The fee is 75% of what the fee would have been if the rating process had not been terminated. This fee is payable at the time of the termination of the rating process. However, if the issue is reactivated and a rating is assigned within six months of the termination of the rating process, this fee will be credited against the applicable rating fee. Any excess over the actual charges for the definitive rating is non-refundable.

Postponed/Canceled Sales

The fee for an issue that has been assigned a rating and is subsequently canceled or postponed will be 75% of that which would have been applicable had the issue sold. The fee is payable at the time of cancellation or postponement. If the issue sells within six months, the balance of the original fee will be invoiced. Any excess over the actual charges for the definitive rating is non-refundable.

Indicative Rating Service

The fee for an issue that has been assigned a preliminary rating indicator will be 75% of the standard fee. If an application for a public underlying and/or insured rating is received within six months of the assignment of the indicative rating, the indicative rating fee will be credited against the charges outlined on the current fee schedule. Moody's reserves the right to publish its ratings upon any public disclosure of the ratings. Any excess of the indicative rating fee over the actual charges for the subsequently assigned definitive rating is non-refundable.

Preferred Pricing

Preferred Pricing is applied only in circumstances where Moody's has rated an issue during the prior 9 months and there are no outstanding unpaid rating fees. Moody's normal BAN rating fees are discounted for preferred pricing clients. Contact the Moody's Account Management Team to verify eligibility. Preferred Pricing clients issuing bonds in the amount of \$500,000 or less would be charged \$2,500.

Complex Financings

Moody's may charge an additional fee of up to \$105,000 for certain types of complex financings. Please contact the Moody's Account Management Team to discuss whether such complex deal fees apply to a planned financing.

Rapid Turnaround

A fee of up to \$8,500 may be charged at Moody's sole discretion if there is a request for expedient delivery of a rating.

Additional Fee for 3rd Party Service Providers/Out-of-pocket expenses

Moody's may: (i) request reimbursement of reasonable travel and related expenses; and (ii) in some instances, charge an additional fee for services/opinions provided by a third party in connection with the ratings process. In either of these circumstances, Moody's will seek confirmation from the applicant in advance. Any such fees will be payable upon receipt of an invoice from Moody's.

Pooled financings, letters of credit and structured issues are not included in any of the above rates.

Moody's reserves the right to change rating fees without prior notification.

All inquiries may be directed to the Moody's Account Management Team at (212) 553-4055.

This Fee Schedule sets out Moody's fees for the period 1/1/2012 to 12/31/2012. Moody's reserves the right to revise this Fee Schedule from time to time. If Moody's does not revise this Fee Schedule, the current Fee Schedule will also apply in subsequent periods. Please request a current Fee Schedule at the time of your rating assignment.

Second Reading Ordinances for January 8, 2013 (first read on December 18, 2012)

A. Arterial Sidewalk and Wheelchair Ramp Program (All Districts)

ORDINANCE NO. 49-423

An ordinance declaring Harry Street between Washington and Grove and Kellogg, between Webb and Greenwich (472-85075) to be a main trafficway within the city of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

B. 2013 Arterial Street Rehabilitation Program (Districts I, II, and III)

ORDINANCE NO. 49-424

An ordinance declaring 13th Street North, between Harding and Woodlawn; Oliver, railroad tracks north to 37th Street North; Arkansas, between 37th Street North and 45th Street North; Arkansas, between 23rd Street North and 24th Street North; 15th Street North, between McLean and Meridian; 900 North Waco; Mt. Vernon, between Roosevelt and Crestway; 21st Street North, between Red Brush and Webb; Woodlawn, between Calvin and Mt. Vernon; Rock Road, 1000 feet north of Pawnee to Pawnee; Wassall, between Hydraulic and Washington; 2nd Street North, between Woodchuck and Evergreen; 2nd Street North, between Gleneagles and Ridge; Ridge, between 29th Street North and 37th Street North; 33rd Street North, between Arkansas and Broadway 2011/2012 Sidewalk and Wheelchair Ramp Program (472-85074) to be main trafficways within the City of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficways; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

C. SUB2012-00026 -- Plat of DeWitt 5th Addition located ½ mile north of Pawnee, on the east side of Hoover Road. (District IV)

ORDINANCE NO. 49-425

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

D. Amendment of Exchange Place Development Agreement (District VI)

ORDINANCE NO. 49-426

An ordinance authorizing the issuance of full faith and credit tax increment bonds of the City of Wichita, Kansas to pay all or a portion of the costs of acquiring real property, demolition of existing structures, and design and construction of a public parking garage, and site improvements in the Center City South Redevelopment District, Exchange Place Project Area.

City of Wichita
City Council Meeting
January 8, 2013

TO: Mayor and City Council

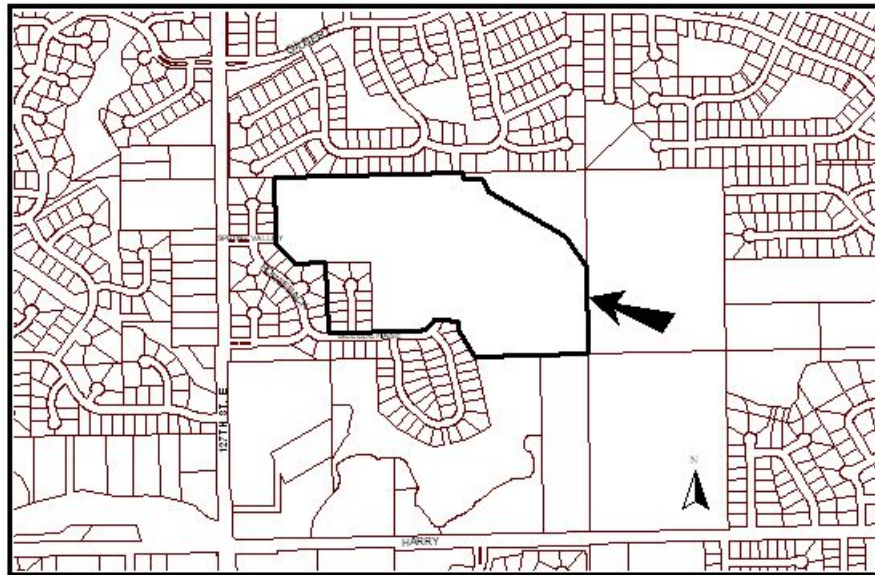
SUBJECT: SUB2012-00024 -- Plat of Bellechase 3rd Addition located ¼ mile north of Harry, 1/8 mile east of 127th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)



Background: The site, consisting of 140 lots on 51.48 acres, is zoned SF-5 Single-family Residential.

Analysis: The applicant has submitted a 100 percent Petition and a Certificate of Petitions for sewer, water, paving and drainage improvements. The applicant has submitted a Permanent Stormwater Drainage and Detention Basin Improvement Easement as requested by City Stormwater Management. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petitions, Permanent Stormwater Drainage and Detention Basin Improvement Easement, Restrictive Covenant and Resolutions as to form and the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

Attachments: Certificate of Petitions.
Permanent Stormwater Drainage and Detention Basin Improvement Easement.
Restrictive Covenant.
Resolutions.

COPY

CERTIFICATE

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)


I, Stephen G. Miller, President of JBC Investment, Inc., a Kansas corporation, owner of Bellechase Third Addition, an Addition to Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Street Improvements
2. Sanitary Sewer Improvements
3. Water Distribution System
4. Storm Water Drain
5. Left Turn Lanes

As a result of the above-mentioned petitions for improvements, lots or portions thereof within Bellechase Third, an Addition to Wichita, Sedgwick County, Kansas may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

Signed this 3 day of Dec, 2012.

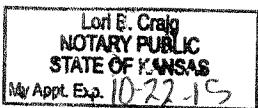
JBC Investment, Inc.
a Kansas corporation



Stephen G. Miller, President

STATE OF KANSAS)
) SS
 SEDGWICK COUNTY)

The foregoing instrument acknowledged before me this 3rd day of December, 2012, by Stephen G. Miller, President, on behalf of JBC Investment, Inc., a Kansas corporation.



Approved as to form:

Notary Public

Gary E. Rebenstorf, Director of Law

COPY

**PERMANENT STORMWATER DRAINAGE & DETENTION BASIN
IMPROVEMENTS EASEMENT**

THIS EASEMENT (hereinafter referred to as this "Agreement"), made and entered into on the 6th day of DECEMBER 2012, by and between Stephen G. Miller, President of JBC Investment, Inc. ("Developer" or "Grantor") and The City of Wichita, Kansas (the "City" or "Grantee"), each hereinafter sometimes individually referred to as a "Party" and collectively as the "Parties").

WHEREAS, the Developer is the owner of the real property legally described as [Subdivision description] (hereinafter, the "Subject Property"); and

WHEREAS, the Developer desires to grant to the City a permanent easement upon, over and under that portion of the Subject Property legally described on Exhibit A attached hereto, for the construction and permanent location of storm water mitigation, drainage and detention facilities, as shown on the approved construction plans for the development of the subject property, subject to the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Developer and City, for themselves, their successors and assigns, hereby agree as follows:

1. Grant of Easement. The Developer hereby grants, conveys, declares, creates, imposes and establishes for the benefit of both the City and any property owners' association representing successive owners of the Subject Property or any portion(s) thereof, an easement upon, over and under that portion of the Subject Property legally described on Exhibit A hereto (as well as a permanent easement upon the Subject Property for ingress and egress to permit access to such legally described area), for the location, construction, maintenance, repair, and replacement as necessary, of the storm water mitigation, drainage and detention facilities called for by the approved construction plans for the development of the Subject Property.

2. Reservation of Rights. The Developer hereby expressly reserves for itself, its successors and assigns all rights and privileges incident to the ownership of the fee simple estate of the Subject Property that are not inconsistent with the rights and privileges herein granted.

3. Maintenance; Taxes. After the construction of the above-referenced storm water mitigation, drainage and detention facilities, and the acceptance of the same by the City, the Developer and its successors shall assume responsibility for the operation, maintenance and repair of said facilities, in compliance with all applicable codes and regulations, and without any contribution from the City. Developer and its successors agree to assume all liability and hold harmless the City for claims or damages arising out of the operation, repair or maintenance of the facilities, including damages arising from any breach of the facilities. Furthermore, the Developer, its heirs, successors and assigns, hereby waive and release the City from any and all claims for damages or compensation either now or in the future arising by reason of the use of the described easement for the purposes provided for herein, and agree to pay all taxes, special assessments or installments thereof on the Subject Property, for which the City shall have no liability.

4. Action by City. Notwithstanding the foregoing paragraph, in the event that the Developer or its successors are unable (or otherwise fail) to complete necessary repairs or maintenance, or in the event that it becomes necessary to construct substitute facilities to replace the storm water mitigation, drainage and detention facilities located within the easement hereinabove granted, the City or its designee, after ten (10) days written notice may (but shall not be obligated to) enter upon the Subject Property to maintain, repair or replace said facilities, and invoice the Developer or its successors for the actual costs of doing the same. The invoice must be mailed within two days of the date of the invoice and the Developer or its successors shall be responsible for paying these costs within thirty (30) days of the date of the invoice. If the City, in its sole discretion, believes an emergency situation exists, the City shall make a reasonable attempt to notify the Developer, but if the City is unsuccessful in notifying the Developer, it may operate, maintain or repair any of the facilities without any prior written notice to the Developer and the Developer or its successors shall be responsible for reimbursing the City for its costs incurred in such repair. In the event that substitute facilities are constructed within the easement by the City or the Developer, the ownership of such facilities will remain in or vest in the City, and the respective rights as responsibilities of the parties with respect to the subsequent operation and maintenance of those facilities will be the same as with respect to the original facilities.

5. Developer's Negative Covenants. The Developer shall not construct, plant or place or cause to be placed on the Subject Property any obstacle that would impede or impair the design for flow and retention of storm water drainage. The Developer shall not place any fill or construct any object or facility which would reduce the volume of the detention basin(s) as shown on the approved construction plans for the development of the Subject Property, and shall not construct, plant, place or cause to be placed within the easement hereinabove granted any obstacle of a permanent nature that would impede or impair the design for flow and retention of storm water drainage without first receiving the City's written consent without first receiving the City's written consent.


6. No General Public Use. The easement rights granted hereunder are not intended and shall not be construed as a dedication for general public use.

7. Grants and Agreements. The Parties hereby declare that this Agreement, and all of the provisions contained herein and all of the rights, easements and obligations hereunder, shall be and constitute covenants running with the fee simple estate of the Subject Property and benefiting and binding the same as set forth herein, and shall be binding upon all present and future owners thereof.

8. Governing Law. This Agreement and the obligations of the Parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Kansas.

9. Recording. A fully-executed original of this Agreement may be recorded with the Sedgwick County, Kansas, Register of Deeds against the Subject Property, as the same is platted as of the date hereof, by either the Developer or the City (or their successors and assigns).

IN WITNESS WHEREOF, the Developer and the City have executed this Agreement as of the date set forth above.

JBC Investment, Inc.
As "Developer"


Stephen G. Miller, President

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGEMENTS

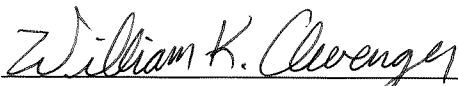
STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

The foregoing instrument acknowledged before me this _____ day of _____, 2012, by Carl Brewer, Mayor, and Karen Sublett, City Clerk, on behalf of the City of Wichita.

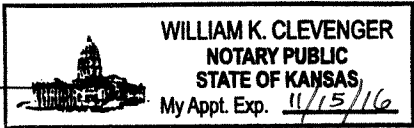
Notary Public
My Commission Expires:

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

The foregoing instrument acknowledged before me this 6TH day of DECEMBER, 2012, by Stephen G. Miller, President, on behalf of JBC Investment, Inc., a Kansas corporation.



Notary Public
My Commission Expires:



Approved as to form:

Gary E. Rebenstorm, Director of Law

EXHIBIT A

Reserves A and B, Bellechase Third Addition, an Addition to Wichita, Sedgwick County,
Kansas.

COPY

RESTRICTIVE COVENANT

This covenant, executed this 6TH day of DECEMBER, 2012

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Bellechase Third Addition, an Addition to Wichita, Sedgwick County, Kansas,

WHEREAS, as a part of the platting process, certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Department regarding the maintenance of the Reserves being platted with the Addition.

NOW THEREFORE, the undersigned does hereby subject Bellechase Third Addition, an Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

Maintenance of Reserves A and B, Bellechase Third Addition, an Addition to Wichita, Sedgwick County, Kansas, shall be the responsibility of JBC Investment, Inc., a Kansas corporation

1. , until such time that a homeowners association is formed and charged with maintenance responsibilities of said Reserves.
2. In the event that the undersigned, its successors or assigns, shall fail at any time to maintain the drainage improvements within said Reserves situated in Bellechase Third Addition, an Addition to Wichita, Sedgwick County, Kansas, the appropriate governing body may serve a written Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to maintain the drainage improvements. Such notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the undersigned may fulfill the obligations. If said obligation is not fulfilled within the time specified, the appropriate governing body, in order to preserve the taxable value of the properties within the Addition, to insure proper functioning of the drainage improvements or to prevent the reserves from becoming a nuisance, may enter upon said Reserves and perform the obligations listed in the Notice of Delinquency. All costs incurred by the governing body, in carrying out the obligations of the undersigned may be

assessed against the Reserves situated in Bellechase Third Addition, an Addition to Wichita, Sedgwick County, Kansas, in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserves. Should the undersigned, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice of Delinquency are not proper for any reason, may, within the twenty-day period to be provided in said notice, apply for a hearing before the governing body having jurisdiction over the Notice of Delinquency, to appeal said assessments and any further proceedings with respect to such appeal.

3. This covenant is binding on the owners, their successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.
4. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita, and the County of Sedgwick. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

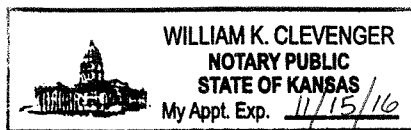
JBC Investment, Inc.
a Kansas corporation

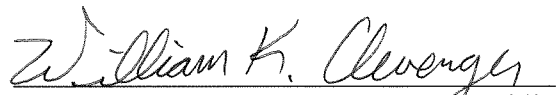


Stephen G. Miller, President

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

The foregoing instrument acknowledged before me this 6TH day of
DECEMBER, 2012, by Stephen G. Miller, President, on behalf of JBC Investment,
Inc., a Kansas corporation.




Notary Public

Approved as to form:

Gary E. Rebenstorm, Director of Law

132019

First Published in the Wichita Eagle on January 11, 2013

RESOLUTION NO. 13-001

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **ROCKY CREEK ROAD; FROM THE NORTH LINE OF BELLECHASE TO THE NORTH LINE OF LOT 7, BLOCK 2, BEHHECHASE THIRD ADDITION; BELLECHASE; FROM THE SOUTH LINE OF BELLEHCASE THIRD ADDITION TO THE WESTERLY LINE OF LOT 8, BLOCK 5, BELLECHASE THIRD ADDITION, INCLUDING BEELECHASE CT. (NORTH OF HARRY, EAST OF 127TH STREET EAST) 472-85078** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **ROCKY CREEK ROAD; FROM THE NORTH LINE OF BELLECHASE TO THE NORTH LINE OF LOT 7, BLOCK 2, BEHHECHASE THIRD ADDITION; BELLECHASE; FROM THE SOUTH LINE OF BELLEHCASE THIRD ADDITION TO THE WESTERLY LINE OF LOT 8, BLOCK 5, BELLECHASE THIRD ADDITION, INCLUDING BEELECHASE CT. (NORTH OF HARRY, EAST OF 127TH STREET EAST) 472-85078** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct pavement on **Rocky Creek Road; from the north line of Bellechase to the north line of Lot 7, Block 2, Bellechase Third Addition; Bellechase; from the south line of Bellehcasse Third Addition to the westerly line of Lot 8, Block 5, Bellechase Third Addition, including Bellechase Ct. (north of Harry, east of 127th Street East) 472-85078.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Seven Hundred Fifteen Thousand Dollars (\$715,000)** exclusive of the cost of interest on borrowed money, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2012**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

BELLECHASE THIRD ADDITION

Lots 1 through 7, Block 1
Lots 11 through 17, Block 2
Lots 1 through 3, Block 3
Lots 36 through 52, Block 3
Lots 8 through 27, Block 5
Reserve C

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: The following lots and tracts in Bellechase Third Addition, Wichita, Sedgwick County, Kansas shall each pay 1/55 of the total cost of the improvement district:

BELLECHASE THIRD ADDITION

Lots 1 through 7, Block 1
Lots 11 through 17, Block 2
Lots 1 through 3, Block 3
Lots 36 through 52, Block 3
Lots 8 through 27, Block 5
Reserve C

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 8th day of
January, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on January 11, 2013

RESOLUTION NO. 13-002

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 9, MAIN 18, FOUR MILE CREEK SEWER (NORTH OF HARRY, EAST OF 127TH STREET EAST) 468-84859** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 9, MAIN 18, FOUR MILE CREEK SEWER (NORTH OF HARRY, EAST OF 127TH STREET EAST) 468-84859** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 9, Main 18, Four Mile Creek Sewer (north of Harry, east of 127th Street East) 468-84859**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Sixty Thousand Dollars (\$160,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2012**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

BEELECHASE THIRD ADDITION

Lots 8 through 25, Block 1
Lots 16 through 33, Block 3
Lots 1 through 19, Block 4
Lots 1 through 7, Block 5

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: That the following described lots situated in Bellechase Third Addition, Wichita, Sedgwick County, Kansas shall each pay 1/62 of the total cost payable by the improvement district:

BEELECHASE THIRD ADDITION

Lots 8 through 25, Block 1
Lots 16 through 33, Block 3
Lots 1 through 19, Block 4
Lots 1 through 7, Block 5

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 8th day of January, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on January 11, 2013

RESOLUTION NO. 13-003

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON ROCKY CREEK ROAD/ROCKY CREEK CT; FROM THE SOUTH LINE LOT 7, BLOCK 1 TO THE WEST LINE SIERRA HILLS; SIERRA HILLS, FROM THE SOUTH LINE OF BELLECHASE THIRD ADDITION TO THE NORTH LINE OF SAID ADDITION; SPRING VALLEY/SPRING VALLEY CT. (LOTS 2 THROUGH 5, BLOCK 4)/SPRING VALLEY CT. (LOTS 22 THROUGH 25, BLOCK 1)/GATEWAY FROM THE WEST LINE BELLECHASE THIRD ADDITION TO THE WESTERLY LINE OF LOT 8, BLOCK 5; AND SIERRA HILLS COURT (LOTS 11 THROUGH 22, BLOCK 3) FROM THE EAST LINE SIERRA HILLS THROUGH AND INCLUDING CUL-DE-SAC (NORTH OF HARRY, EAST OF 127TH STREET EAST) 472-85079 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON ROCKY CREEK ROAD/ROCKY CREEK CT; FROM THE SOUTH LINE LOT 7, BLOCK 1 TO THE WEST LINE SIERRA HILLS; SIERRA HILLS, FROM THE SOUTH LINE OF BELLECHASE THIRD ADDITION TO THE NORTH LINE OF SAID ADDITION; SPRING VALLEY/SPRING VALLEY CT. (LOTS 2 THROUGH 5, BLOCK 4)/SPRING VALLEY CT. (LOTS 22 THROUGH 25, BLOCK 1)/GATEWAY FROM THE WEST LINE BELLECHASE THIRD ADDITION TO THE WESTERLY LINE OF LOT 8, BLOCK 5; AND SIERRA HILLS COURT (LOTS 11 THROUGH 22, BLOCK 3) FROM THE EAST LINE SIERRA HILLS THROUGH AND INCLUDING CUL-DE-SAC (NORTH OF HARRY, EAST OF 127TH STREET EAST) 472-85079 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct pavement on Rocky Creek Road/Rocky Creek Ct; from the south line Lot 7, Block 1 to the west line Sierra Hills; Sierra Hills, from the south line of Bellechase Third Addition to the north line of said addition; Spring Valley/Spring Valley Ct. (Lots 2 through 5, Block 4)/Spring Valley Ct. (Lots 22 through 25, Block 1)/Gateway from the west line Bellechase Third Addition to the westerly line of Lot 8, Block 5; and Sierra Hills Court (Lots 11 through 22, Block 3) from the east line Sierra Hills through and including cul-de-sac (north of Harry, east of 127th Street East) 472-85079.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Nine Hundred Ninety Thousand Dollars (\$990,000)** exclusive of the cost of interest on borrowed money, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2012**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

BELLECHASE THIRD ADDITION

Lots 8 through 25, Block 1
Lots 1 through 10, Block 2
Lots 4 through 35, Block 3
Lots 1 through 19, Block 4
Lots 1 through 7, Block 5

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: The following described lots situated in Bellechase Third Addition, Wichita, Sedgwick County, Kansas shall each pay 1/86 of the total cost payable by the improvement district:

BELLECHASE THIRD ADDITION

Lots 8 through 25, Block 1
Lots 1 through 10, Block 2
Lots 4 through 35, Block 3
Lots 1 through 19, Block 4
Lots 1 through 7, Block 5

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 8th day of
January, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on January 11, 2013

RESOLUTION NO. 13-004

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 8, MAIN 18, FOUR MILE CREEK SEWER (NORTH OF HARRY, EAST OF 127TH STREET EAST) 468-84858** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 8, MAIN 18, FOUR MILE CREEK SEWER (NORTH OF HARRY, EAST OF 127TH STREET EAST) 468-84858** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 8, Main 18, Four Mile Creek Sewer (north of Harry, east of 127th Street East) 468-84858**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Fifty-Seven Thousand Dollars (\$157,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2012**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

BEELECHASE THIRD ADDITION

Lots 1 through 7, Block 1
Lots 1 through 17, Block 2
Lots 1 through 15, Block 3
Lots 34 through 52, Block 3
Lots 8 through 27, Block 5
Reserve C

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the following described lots and tracts situated in Bellechase Third Addition, Wichita, Sedgwick County, Kansas shall each pay 1/244 of the total cost payable by the improvement district:

BELLECHASE THIRD ADDITION

Lots 1 through 7, Block 1
Lots 1 through 17, Block 2

That the following described lots and tracts situated in Bellechase Third Addition, Wichita, Sedgwick County, Kansas shall each pay 4/244 of the total cost payable by the improvement district:

BELLECHASE THIRD ADDITION

Lots 1 through 15, Block 3
Lots 34 through 52, Block 3
Lots 8 through 27, Block 5
Reserve C

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 8th day of January, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

First Published in the Wichita Eagle on January 11, 2013

RESOLUTION NO. 13-005

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90577 (NORTH OF HARRY, EAST OF 127TH STREET EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90577 (NORTH OF HARRY, EAST OF 127TH STREET EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90577 (north of Harry, east of 127th Street East)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Fifty-Six Thousand Dollars (\$156,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2012**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Thirty Five Thousand Five Hundred Sixty Two Dollars (\$35,562)

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

BELLECHASE THIRD ADDITION

Lots 8 through 25, Block 1
Lots 1 through 10, Block 2
Lots 4 through 35, Block 3
Lots 1 through 19, Block 4
Lots 1 through 7, Block 5

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: That the following described lots situated in Bellechase Third Addition, Wichita, Sedgwick County, Kansas shall each pay 1/86 of the total cost of the improvement district:

BELLECHASE THIRD ADDITION

Lots 8 through 25, Block 1
Lots 1 through 10, Block 2
Lots 4 through 35, Block 3
Lots 1 through 19, Block 4
Lots 1 through 7, Block 5

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 8th day of January, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

First Published in the Wichita Eagle on January 11, 2013

RESOLUTION NO. 13-006

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90576 (NORTH OF HARRY, EAST OF 127TH STREET EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90576 (NORTH OF HARRY, EAST OF 127TH STREET EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90576 (north of Harry, east of 127th Street East)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Thousand Dollars (\$100,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2012**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Twenty Two Thousand Seven Hundred Forty Three Dollars (\$22,743)

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

BELLECHASE THIRD ADDITION

Lots 1 through 7, Block 1
Lots 11 through 17, Block 2
Lots 1 through 3, Block 3
Lots 36 through 52, Block 3
Lots 8 through 27, Block 5
Reserve C

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: That the following Reserve and lots in Bellechase Third Addition, Wichita, Sedgwick County, Kansas shall each pay 1/55 of the total cost of the improvement district:

BELLECHASE THIRD ADDITION

Lots 1 through 7, Block 1
Lots 11 through 17, Block 2
Lots 1 through 3, Block 3
Lots 36 through 52, Block 3
Lots 8 through 27, Block 5
Reserve C

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 8th day of January, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF,
DIRECTOR OF LAW

City of Wichita
City Council Meeting
January 8, 2013

TO: Mayor and City Council

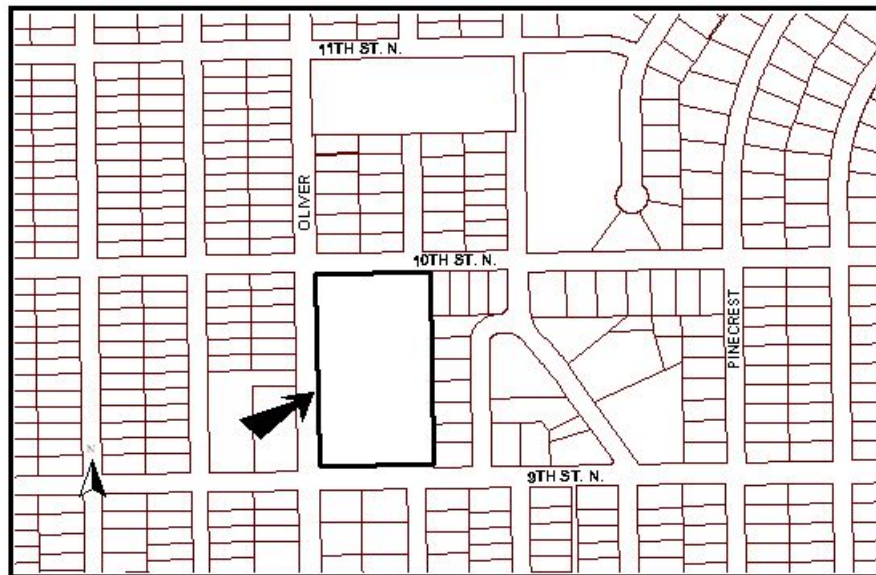
SUBJECT: SUB2012-00025 -- Plat of Adams Elementary School Addition located south of 13th Street North, on the east side of Oliver. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)



Background: The site, consisting of one lot on 4.8 acres, is zoned TF-3 Two-family Residential.

Analysis: Water and sewer services are available to serve the site.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: There are no legal considerations associated with the plat.

Recommendations/Actions: It is recommended that the City Council approve the plat and authorize the necessary signatures.

Attachments: There are no attachments associated with the plat.

City of Wichita
City Council Meeting
January 8, 2013

TO: Mayor and City Council

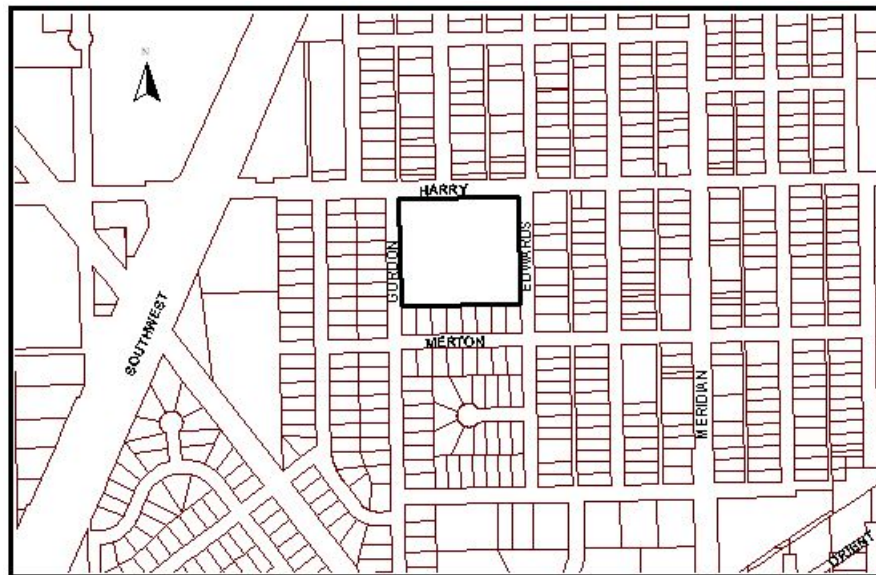
SUBJECT: SUB2012-00032 -- Plat of Payne Elementary School Addition located ¼ mile west of Meridian, on the south side of Harry. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)



Background: The site, consisting of one lot on 6.9 acres, is zoned TF-3 Two-family Residential.

Analysis: Water and sewer services are available to serve the site.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: There are no legal considerations associated with the plat.

Recommendations/Actions: It is recommended that the City Council approve the plat and authorize the necessary signatures.

Attachments: There are no attachments associated with the plat.

City of Wichita
City Council Meeting
January 8, 2013

TO: Mayor and City Council

SUBJECT: SUB2012-00036 -- Plat of Tyler Pointe Addition located on the southeast corner of 13th Street North and Tyler. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)



Background: The site, consisting of six lots on 23.8 acres, is located within Wichita. A zone change (ZON2012-00028) has been approved from SF-5 Single-family Residential to LC Limited Commercial. The site is subject to the Tyler Pointe Community Unit Plan (CUP2012-00031/DP-329).

Analysis: Water service is available to serve the site. The applicant has submitted a 100 percent Petition and a Certificate of Petition for extension of sewer. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has submitted a Cross-lot Circulation Agreement to assure internal vehicular movement between the lots. The applicant has submitted a Notice of Community Unit Plan (CUP) identifying the approved CUP and special conditions for development. The applicant has submitted a Cross-Lot Drainage Agreement as requested by Stormwater Management.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petition, Restrictive Covenant, Cross-Lot Circulation Agreement, Notice of Community Unit Plan (CUP), Cross-Lot Drainage Agreement and Resolution as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolution and place the Ordinance on first reading.

Attachments: Certificate of Petition.
Restrictive Covenant.
Cross-Lot Circulation Agreement.
Notice of Community Unit Plan.
Cross-Lot Drainage Agreement.
Ordinance.
Resolution.

COPY

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

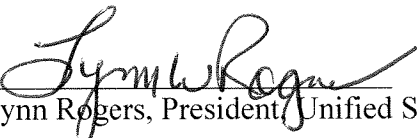
We, Unified School District # 259, do hereby certify that petitions(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Lateral Petitions

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within the Tyler Pointe Addition, Wichita, Sedgwick County, Kansas, may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 13th day of December, 2012

Unified School District # 259

By: 
Lynn Rogers, President, Unified School District # 259

BE IT REMEMBERED, that on this 13th day of December, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came as Lynn Rogers, President, Unified School District # 259, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said limited liability company.

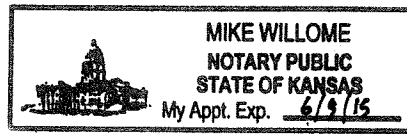
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year above written.

Mike Willome

Notary Public

(My Commission Expires: 6/9/15)

APPROVED AS TO FORM:



Gary E. Rebenstorf, Director of Law

COPY

Restrictive Covenant

This covenant, executed this 6th day of December, 2012.

WITNESSETH:

WHEREAS, the undersigned are in the process of platting that certain real property to be known as Lots 1 through 6, Block A, Tyler Pointe Addition, Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the Wichita-Sedgwick County Metropolitan Commission providing for the ownership and maintenance of the reserve.

NOW, THEREFORE, the undersigned do hereby subject Tyler Pointe Addition to Wichita, Sedgwick County, Kansas, to the following covenants:

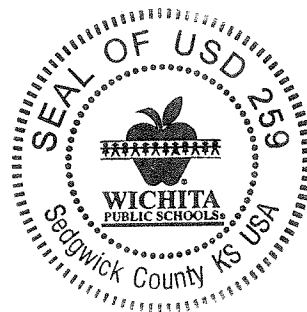
1. The reserve located in said addition will be owned by the owner of Lot 1, Northwest High School Addition, Wichita, Sedgwick County, Kansas, and maintained by the owners of Lots 1 and 2, Block A, Tyler Pointe Addition, Wichita, Sedgwick County, Kansas
2. The maintenance of the reserve located in said addition will be conveyed to the lot owners at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
3. Until said maintenance is so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.
4. In the event that the undersigned, its successors or assigns, shall fail to maintain the reserves, the City of Wichita may serve a Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to fulfill its obligations, as defined in the Operation and Maintenance Manual, recorded at the Sedgwick County Register of Deeds. Such Notice shall include a statement describing the obligation that has not been fulfilled. If said obligation has not been fulfilled within the said time specified, the City of Wichita, may, in order to preserve the taxable value of the properties within the Addition and to prevent the reserves from being a nuisance, enter upon

said reserves and perform the obligations listed in the Notice of Delinquency. All cost incurred by the City of Wichita in carrying out the obligations of the undersigned may be assessed against the reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said reserves. Should the undersigned, its successors or assigns, upon receipt of reason, within the twenty-day period to be provided in said notice, apply for a hearing before the City Council to appeal said assessments, any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

5. This covenant is binding on the owners, their successors and assigns, and is a covenant running with the land and is binding on all successors in title to the above described property.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

By: Lynn Rogers
Lynn Rogers, President, Unified School District # 259



State of Kansas)

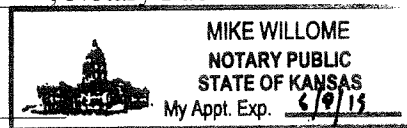
County of Sedgwick)

Be it remembered that on this 6th day of December, 2012, before me a Notary Public in and for said State and County, came Lynn Rogers, President, Unified School District # 259, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

Mike Willome

, Notary Public

My Appointment Expires: 6/9/15



APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

COPY

CROSS-LOT CIRCULATION AGREEMENT

THIS Declaration made this 13th day of December, 2012, made by Lynn Rogers, President, Unified School District # 259,

WITNESSETH: That,

WHEREAS, Declarant is the owner of the following described property:

Lots 1 through 6, Block A and Reserve A, Tyler Pointe Addition, Wichita, Sedgwick County, Kansas

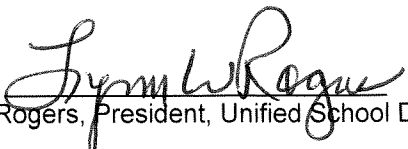
WHEREAS, it is necessary to provide off-street parking for the use and benefit of said property;

NOW, THEREFORE, Declarant hereby declares and established a cross-lot parking and circulation agreement as follows:

1. Declarant shall grant to all owners, future owners, their agents, assigns lessees, customers, invitees, licensees, tenants and employees a non-exclusive agreement over and through all areas constructed or designated for parking, driveways and walkways, for the purpose of ingress and egress, parking motor vehicles and the loading and unloading of commercial and other vehicles. All entrances, motor vehicles and the loading and unloading of commercial and other vehicles. All entrances, exits, aisleways and driveways shall be unobstructed so that vehicular and pedestrian traffic may easily move to and from adjoining parcels and the adjacent streets.

2. The rights herein granted and all provision hereof shall be deemed covenants that shall run with the land and shall inure to the benefit of and be binding upon Declarant and its successor and assigns.

EXECUTED the day and year first above written.

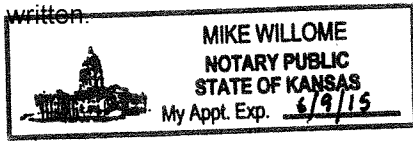
By: 
Lynn Rogers, President, Unified School District # 259

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 13th day of December, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Lynn Rogers, President, Unified School District # 259, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

SEAL



Mike Willome

Notary Public

(My Commission Expires: 6/9/15)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



NOTICE OF COMMUNITY UNIT PLAN
TYLER POINTE DP-329

THIS NOTICE made this 6th day of December, 2012, by Lynn Rogers, President, Unified School District # 259, hereinafter called "Declarant,"

WITNESSETH

WHEREAS, Declarant is the owner of the following-described property:

Lots 1 through 6, Block A and Reserve A, Tyler Pointe Addition, Wichita, Sedgwick County, Kansas

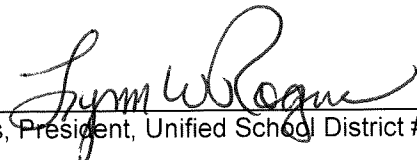
and

WHEREAS, Declarant is desirous to file notice that a community unit plan approved by the City of Wichita is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved community unit plan TYLER POINTE DP-329 has placed restrictions on the use and requirements on the development of the above-described real property. The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lots 1 through 6, Block A and Reserve A, Tyler Pointe Addition, Wichita, Sedgwick County, Kansas

EXECUTED the day and year first written above.

By:


Lynn Rogers, President, Unified School District # 259

STATE OF KANSAS)
)
SEDGWICK COUNTY) SS

BE IT REMEMBERED, that on this 6th day of December, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Lynn Rogers, President, Unified School District # 259, personally known to me to be the same persons who executed the within instruments of writing and such persons duly acknowledged the execution of the same.

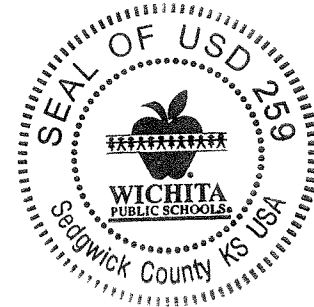
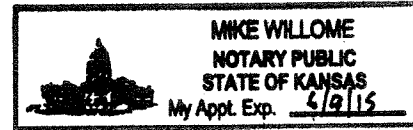
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

(My Commission Expires: 6/9/15)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Mike Willome
Notary Public



COPY

CROSS LOT DRAINAGE AGREEMENT

THIS AGREEMENT made 13th day of December, 2012, by Lynn Rogers, President, Unified School District # 259, hereinafter referred to as the "Grantor".

WHEREAS the Grantors are the owners of the following described real estate:

Lots 1 through 6, Block A and Reserve A, Tyler Pointe Addition, Wichita, Sedgwick County, Kansas

WHEREAS, the above described real property is contiguous to and lie directly adjacent to each other; and

WHEREAS, the Grantors desire to provide a perpetual cross lot drainage agreement over and across Lots 1 and 2, Block A and Reserve A, Tyler Pointe Addition, Wichita, Sedgwick County, Kansas from Lots 3 through 6, Block A, Tyler Pointe Addition, Wichita, Sedgwick County, Kansas.

NOW THEREFORE, in consideration of the premises:

Grantor hereby subjects the above described real property to allow that subject Lots 3 through 6, Block A, Tyler Pointe Addition may drain over, under, and across Lots 1 and 2, Block A and Reserve A, Tyler Pointe Addition, as necessary in accordance with a final drainage plan filed with the City of Wichita


This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to the above described real property.


Lynn Rogers, President, Unified School District # 259

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS

BE IT REMEMBERED, that on this 12th day of December, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Lynn Rogers, President, Unified School District # 259, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said company.

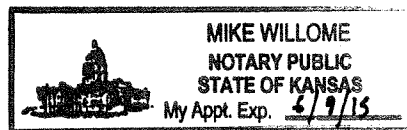
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Notary Public

My Commission Expires 6/9/2015

APPROVED AS TO FORM:



Gary E. Rebenstorf, Director of Law

Published in The Wichita Eagle on January 18, 2013

ORDINANCE NO. 49-430

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2012-00028

Zone change request from SF-5 Single-family Residential to LC Limited Commercial on property described as:

Lot 1-6, Block A, Tyler Pointe Addition, Wichita, Sedgwick County, Kansas.

Generally located on the southeast corner of 13th Street North and Tyler.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 15 day of January 2013.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

First Published in the Wichita Eagle on January 11, 2013

RESOLUTION NO. 13-007

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 135, WESTLINK SANITARY SEWER (SOUTH OF 13TH ST. NORTH, EAST OF TYLER) 468-84861** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 135, WESTLINK SANITARY SEWER (SOUTH OF 13TH ST. NORTH, EAST OF TYLER) 468-84861** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 135, Westlink Sanitary Sewer (south of 13th St. North, east of Tyler) 468-84861**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Forty-Three Thousand Nine Hundred Dollars (\$43,900)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2013**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

TYLER POINTE ADDITION

Lots 1 through 6, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block A; TYLER POINTE ADDITION shall pay 5808/10000 of the total cost payable by the improvement district. Lot 2, Block A; TYLER POINTE ADDITION shall pay 1561/10000 of the total cost payable by the improvement districts. Lot 3, Block A; TYLER POINTE ADDITION shall pay 643/10000 of the total cost payable by the improvement district. Lot 4, Block A; TYLER POINTE ADDITION shall pay 1289/10000 of the total cost of the improvement district. Lot 5, Block A; TYLER POINTE ADDITION shall pay 539/10000 of the total cost payable by the improvement district. Lot 6, Block A; TYLER POINTE ADDITION shall pay 160/10000 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 8th day of January, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

**City of Wichita
City Council Meeting
January 8, 2013**

TO: Wichita Airport Authority

SUBJECT: Learjet Parking Lots
Change Order No. 1
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve Change Order No. 1.

Background: Bombardier Learjet (Learjet) is expanding its production facilities in order to accommodate the new Learjet 85 aircraft production program, the creation of a new Center of Excellence for Engineering and Information Technology, and expansion of the Bombardier Flight Test Center. This expansion uses all available existing land on its site for construction of buildings and displaces existing employee parking lots. As part of this expansion project, the Wichita Airport Authority (WAA) constructed new parking lots on Airport land adjacent to the factory. APAC Construction was awarded the work through the Board of Bids process on March 20, 2012.

Analysis: The parking lots are now in use, which has allowed Learjet to begin constructing its buildings. A change order has been prepared to adjust quantities to field-measured quantities. A final change order will follow once permanent seeding has occurred in the spring. Following is a list of contract changes:

	Amount	Description	Date
Contract	\$3,620,180	Initial Contract with APAC Construction	3/20/2012
CO No. 1	<u>45,587</u>	Adjust quantities	1/8/2013
	\$3,665,767	<u>Total Contract</u>	

Financial Considerations: The cost of this change order is an increase of \$45,587 and reflects a less than two percent increase over the initial contract. This change order is within the approved budget. Funding for this project is a combination of funds from the Economic Development Administration, the City of Wichita, and Sedgwick County.

Legal Considerations: The Law Department has approved the change order as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order and authorize the necessary signatures.

Attachments: Change Order No. 1.

CHANGE ORDER

Date: Dec 12, 2012

No. 1

OWNER'S Project No. 451-422 FAA Project No. _____

Project: Learjet Parking Lots

Contractor: APAC-KANSAS

Contract Date: Mar 20, 2012

Nature of changes:

1. Adjustment of Final Quantities

These changes result in the following adjustment of Contract price and Contract time:

Contract price prior to this Change Order \$ 3,620,179.93

Net (increase) (~~decrease~~) resulting from this Change Order \$ 45,586.52

Current Contract price including this Change Order \$ 3,665,766.45

Contract time prior to this Change Order _____ 0 calendar days
(Days or Date)

Net (increase) (~~decrease~~) resulting from this Change Order _____ 0
(Days)

Current Contract time including this Change Order _____ 0 calendar days
(Days or Date)

The changes are accepted.

Date: 12-11-12


CONTRACTOR
(APAC-KANSAS)

The changes are approved:

Date: 12-12-12


ENGINEER/ARCHITECT
(Ruggles & Bohm)

The changes are accepted:

Date: 12/20/12


DIRECTOR OF AIRPORTS
(Victor White)

Approved As To Form:

Dated: 12-17-12


LAW DEPARTMENT

You are directed to make the changes noted:

Dated: _____

OWNER – WICHITA AIRPORT AUTHORITY
(Melinda Walker)



Dec 12, 2012

Mr. John Oswald
Wichita Airport Authority
2173 Air Cargo Road
Wichita, KS 67209-1958

Re; Learjet Parking Lots

Dear Mr. Oswald

The following are the adjustments to the bid quantities and the associated addition or subtraction to the contract amount;

Item	Desc.	Contract Amt.	Contract Qty.	Final Qty.	Unit Price	Variation
9	Asphaltic Concrete Pavement 5.5"	\$1,278,628.00	76336	74993	\$16.75	-\$22,495.25
10	Concrete Driveway Pavement 8"	\$9,867.00	253	525	\$39.00	\$10,608.00
12	Concrete Sidewalk 4"	\$54,549.00	18183	18177	\$3.00	-\$18.00
13	Sidewalk Ramp	\$1,100.00	2	14	\$550.00	\$6,600.00
15	Reinforced Crushed Rock Base 9"	\$698,661.00	77629	77220	\$9.00	-\$3,681.00
37	Sodding - Fescue	\$58,305.00	14950	12600	\$3.90	-\$9,165.00
38	Sodding - Buffalo	\$38,984.18	5422	5383	\$7.19	-\$280.41
39	Seeding - Fescue	\$240.00	4	24.6	\$60.00	\$1,236.00
49	Branch Circuit Wiring - 2 #12, #12 GRD, 1" C	\$4,941.00	810	1446	\$6.10	\$3,879.60
50	Branch Circuit Wiring - 2 #10, #10 GRD, 1" C	\$22,485.60	3470	7828	\$6.48	\$28,239.84
51	Branch Circuit Wiring - 2 #8, #8 GRD, 1" C	\$23,107.50	3250	2972	\$7.11	-\$1,976.58
52	1" PVC Conduit, Direct Buried	\$17,184.30	3430	9600	\$5.01	\$30,911.70
53	2" PVC Conduit, Direct Buried	\$1,930.65	305	0	\$6.33	-\$1,930.65
54	3" PVC Conduit, Direct Buried	\$156.00	20	0	\$7.80	-\$156.00
55	3" PVC Conduit, Directionally Bored	\$1,224.00	75	66	\$16.32	-\$146.88
56	4" PVC Conduit, Direct Buried	\$3,888.75	425	250	\$9.15	-\$1,601.25
57	4" PVC Conduit, Directionally Bored	\$1,840.50	90	362	\$20.45	\$5,562.40
Total						\$45,586.52

Best regards,

Randy Arnold
Project Engineer
RUGGLES & BOHM

**City of Wichita
City Council Meeting
January 8, 2013**

TO: Wichita Airport Authority

SUBJECT: Airfield Electrical System Improvements
Supplemental Agreement No. 2
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: Portions of the airfield electrical system are in need of replacement at Mid-Continent Airport. This project replaces cabling, edge lights, electrical equipment, airfield lighting controls, and guidance signage and reconstructs damaged electrical manholes. On August 2, 2011, Professional Engineering Consultants (PEC) was awarded the contract in the amount of \$91,406 for design and bid phase services through the Staff Screening Selection process. On August 21, 2012, a supplemental agreement was awarded to PEC in the amount of \$316,356 for additional work related to new Federal Aviation Administration (FAA) requirements and the purchase of proprietary equipment, along with construction related services.

Analysis: Supplemental Agreement No. 2 will provide additional design services for the relocation of a taxiway edge circuit to better allow maintenance staff to isolate one edge light circuit from another with the benefit of having different taxiways each with a separate edge light circuit.

Financial Considerations: The supplemental agreement with PEC in the amount of \$1,043 includes additional design services and is a less than two percent increase in the cost of the original contract. Ninety percent of the project will be paid for with funds from the Federal Aviation Administration. The remaining costs will be funded with Airport revenues either directly or through the repayment of General Obligation bonds. The cost of the supplemental agreement is within the approved project budget.

<u>Amount</u>	<u>Description</u>	<u>WAA Approval Date</u>
\$ 91,406	Original Contract	8/2/2011
316,356	SA1 Additional Design & Construction Services	8/21/2012
1,043	SA2 Additional Design for Operations	1/8/2013
<u>\$408,805</u>	Total PEC Contract	

Legal Considerations: The Law Department has approved the supplemental agreement as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2

to the

AGREEMENT FOR CONSULTING SERVICES

between

THE WICHITA AIRPORT AUTHORITY, WICHITA, KANSAS

Party of the First Part, hereinafter called the

"OWNER"

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

303 SOUTH TOPEKA

WICHITA, KANSAS 67202

Party of the Second Part, hereinafter called the

"CONSULTANT"

WITNESSETH:

WHEREAS, there now exists a Contract between the two parties dated August 02, 2011 for consulting services to be provided by the CONSULTANT in conjunction with the Airfield Electrical System Replacement, (PROJECT); and whereas all of the aforesaid being located with the corporate limits of the City of Wichita, Sedgwick County Kansas, and

WHEREAS, the OWNER now desires to modify the SCOPE OF SERVICES,

The Scope of Services shall be modified to include the following:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

A. ADDITIONAL DESIGN SERVICES

1. Provide additional design services to extend the airfield lighting circuit "TB" to the southwest side of Runway 14-32.

II. TIME OF SERVICES

A. ADDITIONAL DESIGN SERVICES

1. The CONSULTANT shall commence work on the PROJECT immediately following authorization by the OWNER to proceed and shall endeavor to complete the additional plans in accordance with the design schedule for the existing PROJECT.

III. THE OWNER AGREES

- A. To pay the CONSULTANT in accordance with the provisions of Article IV of this Supplemental Agreement.

IV. PAYMENT PROVISIONS

A. ADDITIONAL DESIGN SERVICES

Payment to the CONSULTANT for services provided as outlined in Paragraph I.A. ADDITIONAL DESIGN SERVICES shall be on a basis of a lump sum of \$1,042.74 for additional design services. Fee Summary provided in Exhibit SA1-A.

B. OVERHEAD

For purposes of this Agreement, the CONSULTANT's overhead factor from the annual compliance audit for the fiscal year ending September 2011 shall be fixed at 149.74. The authoritative source of compliance for this audit is Title 48 CFR Part 31.

The parties hereunto mutually agree that all provisions and requirements of the original Agreement not specifically modified by Supplemental Agreement shall remain in force and effect.

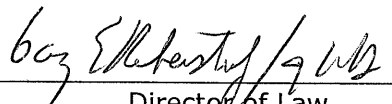
IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement as of the date first written above.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____ By: _____
Karen Sublett, City Clerk Carl Brewer, President
"OWNER"


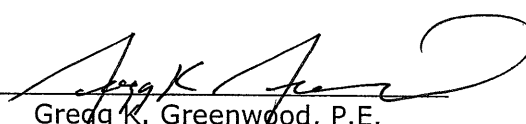
By:  _____
Victor D. White, Director of Airports

APPROVED AS TO FORM:  _____
Director of Law

Date: 12-28-12

ATTEST:

PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.

By:  _____ By:  _____
Bradley J. Edmundson, P.E. Gregg K. Greenwood, P.E.
Construction Division Manager Vice President
"CONSULTANT"

attachments: EXHIBIT TBENG: Additional Design Fee Estimate

ENGINEERING FEE ESTIMATE

EXHIBIT "TBENG"

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ENGINEERS

WICHITA, KANSAS

PROJECT

Airfield Electrical System Replacement Design

LOCATION

The Wichita Mid-Continent Airport

WORK ITEM

Additional Design Services to Extend Circuit TB

PROJECT NO.

FAA AIP No. 3-20-088-65

DATE

30 October 2012

COW No. 451-416

PEC No. 11345-004

DESCRIPTION

Additional Design Services

(I)	SALARY COSTS				
	POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
	1. PRINCIPAL			\$ -	
	2. PROJECT MANAGER			\$ -	
	3. PROJECT ENGINEER	\$33.80 / hr.	10	\$ 338.00	
	4. DESIGN ENGINEER			\$ -	
	5. DESIGN TECHNICIAN			\$ -	
	6. DRAFTER			\$ -	
	7. CAD OPERATOR			\$ -	
	8. SURVEYOR, PARTY CHIEF			\$ -	
	9. SURVEYOR, INSTRUMENT MAN			\$ -	
	10. SURVEYOR, AIDES			\$ -	
	11. FIELD ENGINEER			\$ -	
	12. INSPECTOR, SUPERVISOR			\$ -	
	13. INSPECTOR			\$ -	
	14. INSPECTOR (OT)			\$ -	
	15. INSPECTOR			\$ -	
	16. INSPECTOR (OT)			\$ -	
	17. INSPECTOR			\$ -	
	18. INSPECTOR (OT)			\$ -	
	19. LAB TECHNICIAN			\$ -	
	20. LAB TECHNICIAN (OT)			\$ -	
	21. ADMINISTRATIVE ASSISTANT			\$ -	
	SUBTOTAL		10		\$ 338.00
(II)	OVERHEAD 1.4974 X (I)				\$ 506.12
(III)	SUBTOTAL [I + II]				\$ 844.12
(IV)	FIXED FEE 15%				\$ 126.62
(V)	OTHER EXPENSE	RATE	UNITS	AMOUNT	
	1. OFFICE EQUIPMENT			\$ -	
	2. TRAVEL PER MILE			\$ -	
	3. LAB TESTING			\$ -	
	4. CELL PHONES (AT COST)			\$ -	
	5. CAD PER HOUR	\$18.00 / hr.	4	\$ 72.00	
	6. PRINTING (AT COST.)			\$ -	
	7. OTHER			\$ -	
	8. OTHER			\$ -	
	SUBTOTAL				\$ 72.00
(VI)	TOTAL NOT TO EXCEED FEE FOR PROJECT (25+ II)				\$ 1,042.74